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Robert F. Duer, Assignee of Mortgage to Peoples Bank of Somerset County from Harcourt Pusey and Daisey May Pusey, his wife, Ex Parte

Be it remembered that heretofore to wit, on the eighth day of July, in the year nineteen hundred and thirty-six, a certain Robert F. Duer, 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 Peoples Bank of Somerset County by a certain Harcourt Pusey and Daisy May Pusey, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 25th day of March, in the year nineteen hundred and twenty-seven, by Harcourt Pusey and Daisy May Pusey, his wife, of Somerset County, Maryland, witnesseth:

Whereas the said Harcourt Pusey and Daisy May Pusey, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of two thousand dollars, for money loaned, evidenced by the bill obligatory of the said Harcourt Pusey and Daisy May Pusey for said sum of two thousand 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 two thousand dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said Harcourt Pusey and Daisy May Pusey, his wife, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all those lots or parcels of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, on the east side of the state road leading from Princess Anne to King's Creek, laid down as lots Nos. twenty-four, twenty-five, twenty-six, twenty-seven and twenty-eight on a plat filed with and as a part of the deed from A. B. Fitzgerald and wife to Charles R. Porter and wife, recorded among the land records of said Somerset County in Liber W. J. S. No. 91 folio 194; the land hereby conveyed being the same and all the land conveyed to the said Harcourt Pusey and Daisy May Pusey, his wife, by Doris M. Cohn and husband by deed dated the 10th of March, 1926, recorded among said land records in Liber W. J. S. No. 92, folio 545.

To all of which said deeds and references and plat 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, 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 same 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 advertisment, 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.

Test: Vernon E. White — Harcourt Pusey (SEAL)

Daisy May Pusey (SEAL)

STATE OF MARYLAND: SOMERSET COUNTY to wit:

I HEREBY CERTIFY, That on this 25th day of March, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared 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 26th of March, 1927, and recorded in Liber G. W. L. No. 95, Folio 122, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

For value received, the Peoples Bank of Somerset County hereby assigns the within mortgage to Emma F. Barnes, without recourse to said Bank.

Witness the corporate seal of the Peoples Bank of Somerset County and the signature of Henry J. Waters, president thereof, this 12th day of August, 1930.

Henry J. Waters,

Test: O. J. Croswell, Cashier. President, Peoples Bank of Somerset Co.

Filed for Record August 12th, 1930, and recorded in Liber G. W. L. No. 95, Folio 122.

Test: Geo. W. Lawson, Clerk.

For value received I hereby assign the within mortgage to Nettie E. Barnes.

Witness my hand and seal this 18th of March, 1933.

Test: L. C. Beauchamp. Emma F. Barnes (Seal)

Filed for Record March 18, 1933, and recorded in Liber G. W. L. No. 95, Folio 122.

Test: J. Millard Tawes, Clerk.

For value received and for the purpose of foreclosure and collection, I hereby assign the within mortgage to Robert F. Duer.

Witness my hand and seal this 5th day of June, 1936.

Test: Margaret Panzer. Nettie E. Barnes (SEAL)

Filed for Record, 8th July, 1936, and recorded in Liber G. W. L. No. 95, Folio 123.

Test: J. Millard Tawes, Clerk.

And thereupon the said Robert F. Duer, Assignee, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, Robert F. Duer, of Somerset County, Maryland, as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand & 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of July in the year of our Lord, nineteen hundred thirty-six.

WHEREAS, the above bounden Robert F. Duer, by virtue of the power contained in a mortgage from Harcourt Pusey and Daisey May Pusey, his wife, to People's Bank of Somerset County, bearing date the twenty-fifth day of March, 1927, and recorded among the mortgage records of Somerset County, Maryland, in Liber G. W. L. No. 95 Folio 122, and assigned to the said Robert F. Duer for the purpose of foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such that if the above bounden Robert F. Duer do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Charles E. Hearn, Jr. Robert F. Duer (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Laura L. Wailes Corporate

Attorney-in-Fact. Seal

Which said bond was thus thereon endorsed, to wit:

Bond approved

J. Millard Tawes, Clerk.

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

Robert F. Duer, Assignee for purpose of foreclosure)	No. 4840 Chancery
of Mortgage to People's Bank of Somerset County from)	In the Circuit Court for
Harcourt Pusey and Daisy May Pusey, his wife Ex Parte)	Somerset County, September
)	Term, 1936

To the Honorable, the Judges of said Court:

The report of sales of Robert F. Duer, Assignee, for the purpose of foreclosure in a certain mortgage made and executed by Harcourt Pusey and Daisy May Pusey, his wife, to the People's Bank of Somerset County (a body corporate) and by the said People's Bank assigned to Emma F. Barnes and by the said Emma F. Barnes, assigned to Nettie E. Barnes, which said mortgage is dated the 25th day of March, 1927, and duly recorded among the Land Records for Somerset County in Liber G. W. L. 95, folio 122, 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 inthe payment of the interest thereon or in some other covenant or condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage, and as required by law, and giving notice of the time, place, manner, and terms of sale by advertisement in the Eastern Shore Republican, a paper published in Somerset County once a week for three successive weeks before the day of sale, and by hand-bills extensively circulated throughout said County, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 28th dayof July, 1936, at 2 o'clock P. M. and then and there proceed to sell property, to wit:

All those lots or parcels of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, on the east side of the state road leading from Princess Anne to King's Creek, laid down as lots No. 24, 25, 26, 27, and 28, on a plat filed with and as a part of the deed from A. B. Fitzgerald and wife to Charles R. Porter and wife, recorded among the land records of said Somerset County in Liber W. J. S. No. 91, folio 194, etc.; the land hereby conveyed being the same and all the land conveyed to the said Harcourt Pusey and Daisy May Pusey, his wife, by Doris M. Cohn and husband by deed dated the 10th dayof March, 1926, recorded among said land records in Liber W. J. S. No. 92, folio 545.

And sold the same to Nettie E. Barnes, she being then and there the highest bidder therefor, at the sumof $2,375.00 and the said purchaser has complied (or will comply) with the terms of sale.

And your Assignee further reports that he has made the following distributions of the said purchase price.

To amount due on mortgage (principal)	$2,000.00	
Interest	151.00	$2,151.00
To costs of foreclosure, to wit:		
To Assignee for Commissions	151.00	
Clerk of Court	21.00	
Auctioneer	2.50	
Insurance Premium, paid by mortgagee	16.75	
Taxes, 1934	26.33	
1935	29.43	247.01
Total		$ 2,398.01
By amount of sale as above reported		2,375.00
Balance due mortgagee		$23.01

Respectfully submitted,

Robert F. Duer,

Assignee.

State of Maryland, Somerset County

On this 3rd day of October, nineteen hundred and thirty-six, personally appeared before me, the Clerk of the Circuit Court for Somerset County, Maryland, Robert F. Duer, Assignee for the purpose of foreclosure, 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:

Robert F. Duer, Assignee for purpose of foreclosure of Mortgage to People's Bank of Somerset County from Harcourt Pusey and Daisy May Pusey, his wife Ex Parte	No. 4840 Chancery In the Circuit Court for Somerset County September Term, 1936.

Ordered the 3th day of October, 1936, that the sale of the property mentioned in these proceedings made and reported by Robert F. Duer, Assignee for the purpose of foreclosure, and the distribution of the proceeds by him made, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of November, 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 3rd day of November, 1936, next.

The Report states the amount of Sale to be $2,375.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-fifth day of November, 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:

Robert F. Duer, Assignee for purpose of foreclosure of Mortgage to People's Bank of Somerset County from Harcourt Pusey and Daisy May Pusey, his wife Ex Parte	No. 4840 Chancery In the Circuit Court for Somerset County, September, 1936

November, 1936

ORDERED BY THE COURT, This twenty-fifth day of November, 1936, that the sale and distribution made and reported by the 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; and the Attorney 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.

""""""

ed to the said John A. Pope by H. Fillmore Lankford, Assignee, and the said Bank of Somerset by deed dated November 13, 1929 and recorded among the aforesaid land records in Liber G. W.L. No 99, folio 344.

And reference is hereby made to the said deed and to the references insaid deeds contained for full and accurate description of the lands hereby mortgaged.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgage its successors and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said John A. Pope and Mary J. Pope 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, than the entire 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 Attorney or Agent, at any time after such default to sell the property herebymmortgaged, 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 inthe manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making 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 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 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 jursidiction 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 insure to the benefit of the said mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: Edgar A. Jones

John A. Pope)SEAL)

Mary J. Pope (SEAL)

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY, That on this 19th day of June in the year nineteen hundred and thirty four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset personally appeared John A. Pope and Mary J. Pope, his wife the mortgagors named in the foregoing mortgage and severally acknowledged the foregoing mortgage to be their resoective act and deed; and at the same time place also personally appeared before me William B. Spiva and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true andbona fide as therein set forth, and that he is the President and agent of the said Bank of Somerset, mortgagee in said mortgage, and that he is authorized to make this affidavit.

Edgar A. Jones

Justice of the Peace.

Received for Record June 19, 1934, and recorded in Liber J. M. T. No. 103, folio 570, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, The Bank of Somerset, a body corporate, hereby assigns the within and aforegoing mortgage to The Somerset Mortgage and 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.

BY Wm. B. Spiva,

President.

Attest: S. H. Sudler
Cashier.

Corporate

Seal

Filed for Record September 13th, 1934, and recorded in Liber J. M. T. No. 103, Folio 570.

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 signature of The Somerset Mortgage and Certificates Corporation by William B. Spiva, its Vice-President, attested by its Secretary with its corporate seal affixed this twenty-fourth day of September, nineteen hundred and thirty-six.

ATTEST: CORPORATE SEAL THE SOMERSET MORTGAGE AND CERTIFICATES CORPORATION

Eunice Pilchard
Secretary

BY Wm. B. Spiva
vice-President.

Filed for Record September 25th, 1936, and recorded in Liber J. M. T. No. 103, folio 570.

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, 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 twenty fourth day of September, nineteen hundred and thirty-six,

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by John A. Pope and wife, to Bank of Somerset, dated June nineteenth, hineteen hundred and thirty-four, and recorded among the land records of Somerset County, Maryland, in Liber No. 103, folio 570, 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.

Witness: Eunice Pilchard. Geo. H. Myers (SEAL)
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-first day of October, nineteen hundred and 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:

George H. Myers, Assignee, Ex parte under power	) No. _____ Chancery
in mortgage from John A. Pope and wife	) In the Circuit Court for Somerset
_____	) County, Maryland.

To the Honorable, the Judges of said Court:

The report of sales of George H. Myers, Assignee of a certain mortgage made and executed by John A. Pope and wife to Bank of Somerset and dated June 19, 1934 and recorded among the Land Records of said Somerset County in Liber _____ No. 103 folio 570, 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 pursuance to said notice attend at the Court House Door in Princess Anne, Maryland, on the twentieth day of October, in the year nineteen hundred and thirty-six at 2:00 o'clock P. M., and then and there proceed to sell said property, to-wit:

FIRST; Said Assignee offered for sale by public auction all that farm or tract of land situate in West Princess Anne Election District in said Somerset County, known as the "Pine Pole " farm containing one hundred and seventy acres, more or less, lying and binding on the County road known as the Pine Pole road leading from Deals Island State road to the Mt. Vernon State road which was conveyed to the said John A. Pope by two deeds (a) From Archibald Trout and others, dated November 10, 1902, recorded Liber No. 34, folio 201; (b) From Ulrich J. Schaffer and wife, dated June 13, 1914, and recorded Liber No. 66, folio 584. This farm contains about forty acres of tillable land with the residue in growing timber and is improved by a frame dwelling house and outbuildings, 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 and for the sum of fifteen hundred dollars, and the said purchaser has complied with the terms of sale.

SECOND: Said Assignee offered for sale by public auction all that lot of land situate on or near said Pine Pole road the same being unimproved woodland which was conveyed to the said John A. Pope by Raymond C. Cooper and wife by deed dated June 5, 1914, recorded as aforesaid in Liber No. 66, folio 581, except so much thereof as was conveyed by the said John A. Pope and wife to Holloway Jones by deed dated June 27, 1914, recorded Liber 66, folio 573, and sold the same to the said The Somerset Mortgage and Certificates Corporation, it being then and there the highest bidder therefor, at and for the sum of five dollars, and the said purchaser has complied with the terms of sale.

THIRD: Said Assignee offered for sale by public auction all that tract or parcel of land formerly the John Gale place containing forty acres, more or less located on said Pine Pole road which was conveyed to the said John A. Pope by deed from H. Fillmore Lankford, Assignee, et al, dated November 13, 1929, and recorded as aforesaid in Liber No. 99, folio 344.

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 Five 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	J. Millard Tawes, Clerk's charges	$ 11.00
"	Marylander & Herald, advertising sale and order nisi	24.00
"	Carlos Bozman, State and County taxes	87.79
"	Assignee on account of Commissions	60.00
"	Balance to The Somerset Mortgage and Certificates Corporation on account of mortgage debt	1822.21
		$ 2005.00

Respectfully submitted,

Geo. H. Myers

Assignee.

State of Maryland, Somerset County, Sct:

On this 21st day of October, nineteen hundred and thirty six, 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 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 of the CircuitCourt.

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

George H. Myers, Assignee, Ex parte under power in mortgage from John A. Pope and wife	)	No. 4924 Chancery In the Circuit Court for Somerset County, Maryland.

ORDERED, that the sale of the property mentioned in these proceedings and distribution of proceeds thereof made and reported by George H. Myers, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twenty-first day of November 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 twentieth day of November, 1936.

The report states the amount of sales to be $2005.00.

J. Millard Tawes, Clerk.

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

George H. Myers, Assignee, Ex parte under power in mortgage from John A. Pope and wife	)	No. 4924 Chancery In the Circuit Court for Somerset County, Maryland

ORDERED BY THE COURT, This second day of December, 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. Millard Tawes, Clerk.

""

George H. Myers, Assignee Ex Parte under power in mortgage from John B. Vetra and Minnie E. Vetra, his wife	)	Be it remembered that heretofore to wit, on the fifth day of October, nineteen hundred and thirty-six, 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 Deals Island Bank by a certain John B. Vetra and Minne E. Vetra, his wife, of said county and state, which said original copy of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 17th day of November, in the year nineteen hundred and nineteen, by John B. Vetra and Minnie E. Vetra, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said John and Minnie have this day borrowed from the Deals Island Bank, a body corporate, the sum of Six Hundred dollars, evidenced by the bill obligatory of the said John and Minnie for said sum, 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 John B. Vetra and Minnie E. Vetra, his wife, do grant and convey unto the said Deals Island Bank, its successors and assigns, all that lot or parcel of land on Deals Island, Somerset County, Maryland, which was conveyed to the said John B. Vetra by Perry T. White and wife by deed dated the 17 day of November, 1919, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, containing one-half acre of land, more or less, and fronting one hundred and ninety feet on the north side of the county road leading from the upper end of Deals Island to Wenona, and fully described in said deed, 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 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 John B. Vetra and Minnie E. Vetra 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 inthe event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a 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 Mortgage, 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 thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: W. Edelen Webster

John B. Vetra (SEAL)

Minnie Vetra (SEAL)

STATE OF MARYLAND SOMERSET COUNTY to wit:

I hereby certify, that on this 17 day of November, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared John B. Vetra and Minnie E. Vetra, 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 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.

William T. Kelly, J. P.

Received for Record December 15, 1919, and recorded in Liber W. J. S. No. 76, Folio 310, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

FOR VALUE RECEIVED, the Deals Island Bank, of Deals Island, Maryland, a corporation, hereby assigns the within and foregoing mortgage and the note secured thereby to Bank of Somerset Princess Anne, Md..

Witness the hand of Wm. B. Spiva, President of said Bank, and the Sealof the said corporation this 10th day of February, 1933.

Witness: Dorothy D. Jones

Deals ISLAND BANK,
Deals Island, Md.
By:- Wm. B. Spiva,
President.

Corporate Seal

FOR VALUE RECEIVED, the Bank of Somerset, of Princess Anne, Maryland, a corporation, hereby assigns the within and foregoing mortgage and the note secured thereby to The Somerset Mortgage and Certificates Corporation, Princess Anne, Maryland.

Witness the hand of Wm. B. Spiva, President of said Bank and the Seal of the said corporation this 14th day of November, 1934.

BANK OF SOMERSET Corporate

Witness: Eunice Pilchard By Wm. B. Spiva Seal
President.

Filed for Record August 1st, 1936, and record in Liber G. W. G. No. 76, Folio 310.

Test: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED and for the purpose of foreclosure, The Somerset Mortgage and Certificates Corporation hereby assigns the attached 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 third day of October, nineteen hundred and thirty-six.

THE SOMERSET MORTGAGE AND CERTIFICATES CORPORATION Corporate Seal

BY Wm. B. Spiva
Vice-President.

J. A. Powell
Witness.

Filed for Record October 5th, 1936, and recorded in Liber W. J. S. No. 76, Folio 310.

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 Twelve 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 third day of October, nineteen hundred and thirty-six.

WHEREAS the above bounde, George H. Myers, as Assignee of a certain mortgage executed by John B. Vetra and Minnie E. Vetra, his wife, to Deals Island Bank, dated November seventeenth, nineteen hundred and nineteen, and recorded among the land records of Somerset County, Maryland, in Liber No. 76, folio 310, 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 CircuitCourt 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)

J. A. Powell
Witness

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 fourth day of November, in the year nineteen hundred and 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:

November, 1936

George H. Myers, Assignee, Ex parte under power in mortgage from John B. Vetra and wife	)	No. 4931 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judges of said Court:

The report of sales of George H. Myers, Assignee of a certain mortgage made and executed by John B. Vetra and Minnie E. Vetra to Deals Island Bank and dated November 17, 1919, and recorded among the Land Records of said Somerset County in Liber No. 76 folio 310, under and by virtue of a power of sale thereon 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 third day of November, in the year nineteen hundred and thirty-six, 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 located at Deals Island in said Somerset County, wher on the said mortgagors now reside, which was conveyed to the said John B. Vetra by deed from Perry T. White and wife, dated November 17, 1919, and duly recorded among said land records, having a front of 190 feet on the north side of the main county road leading through Deals Island to Wenona and containing one-half acre, more or less.

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 Five Hundred Dollars and the said purchaser has complied with the terms of sale, and said Assignee has distributed proceeds of said sale as follows:

J. Millard Tawes, Clerk's charges	$ 11.00
The Somerset News, advertising and order nisi	15.00
Carlos Bozman, Treasurer, State and county taxes 1930 to 1936 inclusive	67.77
Edwin B. Muir, Auctioneer	2.00
George H. Myers, Assignee account of commissions	35.00
Balance to The Somerset Mortgage and Certificates Corporation, on account of mortgage debt	369.23
Total	$ 500.00

Respectfully submitted,

Geo. H. Myers, Assignee.

STATE OF MARYLAND SOMERSET COUNTY Sct:

On this _____ day of November nineteen hundred and thirty six, 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 andthings 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:

November, 1936

George H. Myers, Assignee, Ex parte under power in mortgage from John V. Vetra and wife	) No. 4931 Chancery) In the Circuit Court for) Somerset County, Maryland.)

ORDERED, that the sale of the property mentioned in these proceedings and distribution of proceeds thereof made and reported by George H. Myers, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of December, 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 3rd day of December, 1936.

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

J. Millard Tawes, Clerk.

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

George H. Myers, Assignee, Ex parte under power in mortgage from John V. Vetra and wife	) No. 4931 Chancery) In the Circuit Court for) Somerset County, Maryland.)

ORDERED BY THE COURT, This seventh day of December, 1936, 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.

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, Trust Created by mortgage from Mamie C. Wilson and George W. Wilson, to Harry T. Phoebus	) Be it remembered that heretofore,) to wit, on the first day of October,) nineteen hundred and thirty-six,) a certain Edgar A. Jones, of Somer-

set County and State of Maryland, in his proper person, exhibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to Harry T. Phoebus by a certain Mamie C. Wilson and George W. Wilson, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 28th day of December, in the year nineteen hundred and thirty-two, by Mamie C.Wilson and George W. Wilson, her husband, of Somerset County, in the State of Maryland, WITNESSETH:

Whereas, the said Mamie C. Wilson and George W. Wilson are indebted to Harry T. Phoebus, of said County and State, in the sum of $2,117.28, for money advanced as the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by a bill obligatory of the said Mamie C. Wilson and George W. Wilson for the said sum, dated evenly herewith, payable to the order of Harry T. Phoebus in 132 monthly installments of $16.04 each, the first to become due one month after date, balance of installments to be paid on even date of each ensuing month thereafter. And,

Whereas, for the purpose of further securing the payment of said su, this Mortgage is executed.

Now, Therefore, This Mortgage, Witnesseth: That for the in consideration of the premises and the sum of $1.00, the said Mamie C. Wilson and George W. Wilson do hereby grant and convey unto the said Harry T. Phoebus, his heirs and assigns, all that lot or parcel of land situate in the Town of Princess Anne in West Princess Anne Election District, Somerset County, Maryland, on the East side of and binding upon Church Street, and more particularly described as follows:

BEGINNING for the outlines of the same at an iron post set up on the East line of Church Street at the Northwest corner of the line of J. Thomas Taylor, 3rd,, and running thence by and with the said Taylor land North seventy-nine and three-fourths degrees East twenty-five feet and three inches to an iron post, thence running North eleven degrees West two feet and eight inches to a fence, thence running by and with the said fence North seventy-nine and three fourths degrees East seventy-three and one-half feet to the land of the Peoples Bank of Somerset County; thence running by and with said land of the said Peoples Bank of Somerset County North eleven and one-half degrees West twenty-five feet to the land formerlynowned by Robert F. Duer, et al; thence running by and with said Duer land South seventy-nine and three-fourths degrees West twenty-one and one-half feet; thence running North eleven degrees West four feet; thence running South seventy-seven and three-fourths degrees West seventy-seven feet and two inches to the East line of Church Street; thence running by and with the East line of Church Street eleven degrees East thirty-one feet and one inch to the place of beginning, together with a right of way over a ten foot alley immediately North of and adjacent to the property hereby conveyed; and being the same in all respects the property which was conveyed to the said Mamie C. Wilson by Harry T.Phoebus and Vera B.Phoebus by deed dated December 28th, 1932, not yet recorded, but intended to be recorded herewith among the land records of 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 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 Mamie C. Wilson and George W. Wilson 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 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 news paper 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 power hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jursidiction 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 mortgage his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and 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 — Mamie C. Wilson (seal)

George W. Wilson (seal)

STATE OF MARYLAND SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 28th day of December, 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, personally appeared Mamie C. Wilson and George W. Wilson 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 Harry T. Phoebus 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 December 30th, 1932, and recorded in Liber J. M. T. No. 103, Folio 330, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For vaue received I do hereby assign the within and foregoing mortgage to Edward S. Bozman, Venton, Maryland.

Witness my hand and Seal this 14th day of February, 1933.

TEST: Gertrude H. Bozman Harry T. Phoebus (SEAL)

Filed for Record February 15th, 1933, and recorded in Liber J. M. T. No. 103, Folio 330.

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, Edward S. Bozman and Wm. H. Adams, all of Somerset County, and the State of Maryland, are held and firmly bound unto the said 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 1st day of October, in the year Nineteen hundred and thirty-six.

Whereas by mortgage dated December 28th, 1932, recorded among the land records of Somerset County in Liber J. M. T. No.103, folio 330, Mamie C. Wilson and George W. Wilson conveyed to Harry T. Phoebus certain real estate in said Somerset County to secure the payment of the sum therein mentioned; and whereas by assignment dated February 14, 1933, and recorded as aforesaid the said Harry T. Phoebus assigned said mortgage to Edward S. Bozman.

And whereas the said Edgar A. Jones, as attorney named in said mortgage, by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by said mortgage;

And whereas default has occured in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

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

Edgar A. Jones (SEAL)

Witness: Marjorie Lankford. Edward S. Bozman (SEAL)

W. H. Adams (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-eighth day of October, nineteen hundred and 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:

Edgar A. Jones, Attorney, Ex-parte, under	) No. 4927 Chancery
power in a mortgage from Mamie C. Wilson and	) In the Circuit Court for
George W. Wilson to Harry T. Phoebus	) 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 Mamie

November, 1936

C. Wilson and George W. Wilson, her husband, to Harry T. Phoebus, dated December 28, 1932, and recorded among the land records of Somerset County in J. M. T. No. 103, Folio 330, duly assigned by the said Harry T. Phoebus to Edward W. Bozman, said assignment recorded as aforesaid, 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 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 27th day of October, 1936 at 2:00 o'clock P. M., and then and there proceeded to sell the property described in said mortgage, to wit:

All that lot or parcel of land situate in West Princess Anne Election District in the town of Princess Anne on the east side of and binding upon Church Street and more particularly described as follows: Beginning for the outlines of the same at an iron post set up on the East line of Church Street at the Northwest Corner of the line of J. Thomas Taylor, 3rd, and running thence by and with the said Taylor land North seventy-nine and three-fourths degrees East twenty-five feet and three inches to an iron pose, thence running North eleven degfees West two feet and eight inches to a fence, thence running by and with the said fence North seventy-nine and three fourths degrees East seventy-three and one-half feet to the land of the Peoples Bank of Somerset County; thence running by and with said land of the said Peoples Bank of Somerset County North eleven and one-half degrees West twenty-five feet to the land formerly owned by Robert F. Duer,et al; thence running by and with said Duer land South seventy-nine and three-fourths degrees West twenty-one and one-half feet; thence running North eleven degrees West four feet; thence running South seventy-seven and three-fourths degrees West seventy-seven feet and two inches to the East line of Church Street; thence running by and with the East line of Church Street South eleven degrees East thirty-one feet and one inch to the place of beginning, together with a right of way over a ten foot alley immediately North of and adjacent to the property hereby conveyed; and being the same in all respects the property whichwas conveyed to the said Mamie C. Wilson by Harry T. Phoebus and Vera B. Phoebus by deed dated December 28th, 1932, recorded among the land records of Somerset County, and sold the same to Edward S. Bozman, he being then and there the highest bidder therefor, at and for the sum of Twelve hundred dollars ($1200.00) the purchaser has complied with the terms of sale and the said Edgar A. Jones, as Attorney and Trustee has distributed the proceeds of said sale as follows:

Total receipts from sale- - - -

November, 1936

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of October, nineteen hundred and thirty-six, 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	) No. 4927 Chancery
power in a mortgage from Mamie C. Wilson	) In the Circuit Court for
and George W. Wilson to Harry T. Phoebus	) 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 30th day of November, 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 28th day of November, 1936.

The report states the amount of sales to be $1200.00.

J. Millard Tawes, Clerk.

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

Edgar A. Jones, Attorney, Ex-parte, under	) No. 4927 Chancery
power in a mortgage from Mamie C. Wilson	) In the Circuit Court for
and George W. Wilson to Harry T. Phoebus	) Somerset County, Maryland.
	)

Ordered by the Circuit Court for Somerset County in Equity this ninth dayof December, 1936, that the sale made and reported by the Attorney and Trustee in the above case and the distribution of the proceeds thereof 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 Tawes , Clerk.

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L. Creston Beauchamp, Ex parte. Trust created by	) Be it remembered that heretofore to
mortgage from Harrel H. Richardson and wife to	) wit, on the eighth day of October,
Addie C. Powell	) nineteen hundred and thirty-six, a
	) certain L. Creston Beauchamp, of Somer-

set County and State of Maryland, in his proper person exhibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to Addie C. Powell by a certain Harrell H. Richardson and Mary D. Richardson, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

November, 1936.

THIS MORTGAGE, Made this 23rd day of November, in the year nineteen hundred and thirty-one, by Harrell H. Richardson and Mary D. Richardson, his wife, of Somerset County and State of Maryland-----

WHEREAS the said Harrell H. Richardson and Mary D. Richardson, his wife, were indebted unto Charles H. Carrow and Addie C. Powell in the full sum of seventeen hundred dollars, evidenced by a mortgage dated April 17, 1928, and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 95 folio 428 etc., and whereas the interest of the said Charles H. Carrow in the principal of said mortgage was five hundred dollars and the interest of the said Addie C. Powell was twelve hundred dollars; and whereas the said Charles H. Carrow has departed this life and since his death, Agnes Carrow has been appointed administratrix of his estate; and whereas since the death of the said Charles H. Carrow, the amount due to him under said mortgage has been fully paid and satisfied to the said administratrix on his estate, leaving as still due and unpaid the amount of the principal debt of twelve hundred dollars owing to the said Addie C. Powell; and whereas in consideration of the aforegoing, the said Agnes Carrow, administratrix as aforesaid, and the said Addie C. Powell have released the aforesaid mortgage for $1700.00, and the said Richardson and wife desire to execute a new mortgage to the said Addie C. Powell for the said balance as aforesaid;

AND whereas the said Harrell H. Richardson and Mary D. Richardson, his wife, are justly and bona fide indebted, as above set forth, unto the said Addie C. Powell in the full and just sum of twelve hundred dollars ($1200.00), the same being a part of the purchase price for the property hereinafter described, and have given therefor to the said Addie C. Powell their bill obligatory, for said principal sum, dated evenly herewith, and payable two years after date, with interest from date, payable semi-annually from date hereof, and to further and better secure the payment of which said 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, in hand paid, the said Harrell H. Richardson and Mary D. Richardson, his wife, do grant and convey unto Addie C.Powell, her heirs and assigns, in fee simple, all that lot or parcel of land, situate, lying and being in East Princess Anne Election District, in Somerset County and State of Maryland, and more fully described as follows, that is to say:

ALL that lot or parcel of land, situate as aforesaid, and in the town of Princess Anne, located near the north east corner of Beechwood Street and Broad Street, bounded on the south by the property now owned by Joseph Sigrist; and being the same and all of the land which was conveyed unto the said Harrell H. Richardson by the said Addie C. Powell and others by deed dated the 17th day of April, 1928, and duly recorded among the land records of said Somerset County.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Harrell H. Richardson and Mary D. Richardson, 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 Harry C. Dashiell, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz; upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in 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 jursidiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, hsr personal representatives andassigns 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 jursidiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least twelve hundred dollars, and to cause the policy to be effected 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 inthe 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.

Harrel H. Richardson (SEAL)

Test: Samuel H. Sudler. Mary D. Richardson (SEAL)

STATE OF MARYLAND SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 23rd day of November, in the year nineteen hundred and

thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Harrell H. Richardson and Mary D. Richardson, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their act and deed.

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

Seal of Notary — Samuel H. Sudler, Notary Public

STATE OF MARYLAND COUNTY OF SOMERSET TO WIT:

I hereby certify that on this 23rd day of November, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Addie C. Powell, the mortgagee named in the aforegoing mortgage, 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. As witness my hand and Notarial Seal the day and year above written.

Seal of Notary — Samuel H. Sudler. Notary Public

Received for Record Nov. 24th, 1931 and recorded in Liber J. M. T. No. 103, Folio 70, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For value received and for the purpose of foreclosure I hereby assign the within and attached mortgage to L. Creston Beauchamp.

Witness my hand and seal this 3 day of October, 1936.

Test: W. B. Powell — Addie C. Powell (SEAL)

Filed for Record 8th October, 1936, and recorded in Liber J. M. T. No. 103, Folio 70.

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 Lee L. Hayman, and Sidney M. Hayman, sureties, all of Somerset County, Maryland, 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 eachof our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed withour seals and dated this 8th day of October, 1936.

Whereas, by mortgaged dated the 23d of November, 1931, recorded among the land records of said Somerset County in Liber J. M. T. No. 103, Folio 70, a certain Harrel H. Richardson and Mary D. Richardson, his wife, conveyed to Addie C. Powell 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 3d of October, 1936, duly recorded among said land records, the said Addie C. Powell assigned said mortgage to the said L. Creston Beauchamp, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell said mortgaged property and is about to exercise the power of sale contained in said mortgage by a sale of said mortgaged property.

Now, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him in and by said mortgage, and shall abide by and perform and fulfill and order or decree which shall be made by any

Court of Equity in relation to the sale of said mortgaged property or the proceeds therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: Benjamin L. Barnes

L. Creston Beauchamp (SEAL)
Lee L. Hayman (SEAL)
Sidney M. Hayman (SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fourth day of November, nineteen hundred and 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 inthe words, following, to wit:

L. Creston Beauchamp, Ex parte, Truste created by mortgage from Harrel H. Richardson and wife to Addie C. Powell	No. 4930 Chancery In the Circuit Court for Somerset County, Md.

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

The report of L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Harrel H. Richardson and Mary D. Richardson, his wife, to Addie C. Powell, dated the 23d of November, 1931, recorded among the land records of said Somerset County in Liber J. M. T. No. 103, folio 70, assigned to the said L. Creston Beauchamp by assignment dated 3d of October, 1936, 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 andterms of sale by advertisement in the Marylander and Herland, a weekly newspaper published in said county, and by handbill posted at the Court House door in said county, he did, in pursuance of said notice attend at the Court House door in Princess Anne, Maryland, on Tuesday, November 2d, 1936, at the hour of two o'clock P. M., and then and there proceeded to sell at public auction the following described property, conveyed by said mortgage, namely:

He offered all that lot or parcel of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, near the northeast corner of Beechwood and Broad Streets in Princess Anne, bounded on the south by the property of Joseph Sigrist, and being the same and all the land which was conveyed to the said Harrel H. Richardson by Addie C. Powell and others by deed dated April 17th, 1928, recorded among said land records in Liber G. W. L. No. 96, folio 345, improved by the building formerly used as the the Princess Anne Creamery, and sold the same to Lee L. Hayman, of said Somerset County, he being then and there the highest bidder therefor, at and for the sum of two hundred and fifty 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 said sale:

Whole amount of sale		$250.00
Costs, as taxed by Clerk	$21.00	
Advertising Sale & Order Nisi	21.50	
Auctioneer	2.00	
State and County taxes	115.08	
Commissions, per Chancery rule	25.00	184.58
Due to Addie C. Powell, holder of mortgage and note		65.42

November, 1936

	$1200.00	
Interest to day of sale	355.00	1555.00
Balance due the mortgagee		1489.58

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 4th day of November, 1936, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, assignee and trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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 Harrel H. Richardson and wife to Addie C. Powell	)	No. 4930 Chancery In the CircuitCourt for Somerset County, Md.

Ordered by the Circuit Court for Somerst County, Maryland, in Equity, this 4th day of November, 1936, 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 November, 1936, 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 30th of November, 1936.

The report states the amount of sale to be $250.00.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp, Ex parte	)	No. 4930 Chancery In the Circuit Court for Somerset County, Md.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having beenfiled, and no cause to the contrary having been shown, it is this 9th dayof December, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged and decreed that the within report of L. Creston Beauchamp, assignee and trustee, and the sale by him reported, and the distribution of proceeds 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.

November, 1936.

In the matter of the tax sale of real estate in Brinklwy's Election District, Somerset County, Maryland, assessed to Eunice Miles, col. for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-sixth day of August, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for Brinkley's Election District of Somerset County for the years 1930, 1931 and 1932, 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 Brinkley's Election District, Somerset County, Maryland, assessed to Eunice Miles, col, for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. _____ Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 30th of June, 1930, the County Commissioners of Somerset County, Maryland, made an annual levy of state and county taxes uppn the taxable property in said county, and that sixty days after said levy Harry T. Phoebus, then Treasurer of Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate instituion,as the same appeared on the assessment books of said county, with the names of the 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 Eunice Miles col., in Brinkley's Election District, Somerset County, Maryland, the sum of one dollar and twenty-five cents, state taxes, and eight dollars and twenty-five cents, county taxes, and that such taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry T. Phoebus, then 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 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 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, said taxes would be collected by process of law;

That on the 29th of June, 1931, the said County Commissioners made an annual levy of state and county taxes upon the property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said SomersetCounty in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Eunice Miles col, in Brinkley's Election District, Somerset County, Maryland, the sum of one dollar and twenty-five cents, state taxes, and eight dollars and seventy-five cents, county taxes, and that such taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper published in said Somerset County, that is to say, the Eastern Shore Republican, printed in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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, persons or corporate institution, or to the agent of the person, persons or corporate institutions, to whom the property included in said tax bills was assessed, so far as their residence or post office address was known or ascertained by him, on or before the first dayof 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Eunice Miles col. in Brinkley's Election District, Somerset County, Maryland, the sum of one dollar and twenty-five cents, state taxes, and eight dollars and ----- cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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, publishedin Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and that the said Harry E. Muir, then 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 tax 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 dayof January next succeeding said notice, with interest, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932 being still due and in arrears, constitued a lien upon the real estate of the said Eunice Miles col. in Brinkley's Election District, Somerset County, Maryland, and I, the said Carlos Bozman, County Treasurer and Collector for said county, having found it necessary to enforce the collection of said taxes by a sale of said real estate, the real estate not being capable of division in my judgment, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale and also by notice set up at the Court House door in Princess Anne, Maryland, giving notice of the time, place, manner and terms of sale, the years for which the taxes were due and to whom the property was assessed, and that I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, inpursuance of said notice and advertisement, did, on Wednesday, July 3d, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction for cash all that lot or parcel of land, being the real estate assessed to the said Eunice Miles col. in Brinkley's Election District, Somerset County, Maryland, described as follows:

No. 110. All that lot and improvements in Brinkley's Election District, Somerset County, Maryland, containing 5 acres, more or less, adjoining the lands of H. P. Tull, Ned Dennis and Sam Scarborough, and assessed to Eunice Miles, col. for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest bidder therefor, at and for the sum of one hundred and twelve dollars and seventy-six 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of August, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 of sales are true as therein set forth, to the best of his knowledge and belife, and that the sale therein reported was fairly made.

R. Mark White, J. P.

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

By virtue of the power and authority bested in me as County Treasurer for Somerset County by the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, July 3d, 1935, 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 Brinkley's 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. 110. All that lot and improvements in said district, county and state, containing 5 acres, more or less, adjoining the lands of H. P. Tull, Ned Dennis and Sam Scarborough, and assessed to Eunice Miles col. for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN,
County Treasurer.

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

In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Eunice Miles for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4902 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on July 3d, 1935, of land in Brinkley's Election District, Somerset County, Maryland, containing 5 acres, more or less, adjoining the lands of H. P. Tull, Ned Dennis and Sam Scarborough, and assessed to Eunice Miles for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and twelve dollars and seventy-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 26th dayof August, 1936, 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 28th of September, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 30th of October, 1936, 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 $112.76.

James M. Crockett, Judge.

And now at this day to wit, on the nineth day of December, in the year nimeteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said Collector by his solicitor aforesaid 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, that the foregoing report of sale and the sale therein reported by 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 Jones , Clerk.

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In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Peter Ballard for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-sixth day of August, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for Brinkley's Election District of Somerset County for the years 1930, 1931 and 1932, 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 Brinkley's Election District, Somerset County, Maryland, assessed to Peter Ballard for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. _____ Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 30th of June, 1930, the County Commissioners of Somerset County, Maryland, 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 Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate instituion, as the same appeared on the assessment books of said county, with the names of the 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 Peter Ballard, in Brinkley's Election District, Somerset County, Maryland, the sum of no dollar and sixty-three cents, state taxes, and four dollars and thirteen cents, county taxes, and that such taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry T.Phoebus, then 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 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 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, said taxes would be collected by process of law;

That on the 29th of June, 1931, the said County Commissioners made an annual levy of state and county taxes upon the property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, showing the aggregate assessment ofevery 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 Peter Ballard, in Brinkley's Election District, Somerset County, Maryland, the sum of no dollar and sixty-three cents, state taxes, and four dollars and thirty-seven cents, county taxes, and that such taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper published in said Somerset County, that is to say, the Eastern Shore Republican, printed in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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, persons or corporate institution, or to the agent of the person, persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Peter Ballard, in Brinkley's Election District, Somerset County, Maryland, the sum of no dollar and sixty-three cents, state taxes, and four dollars and ----- cents, county taxes, and that said

taxes were due and in arrears on the first dayof January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annuallevy 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 E. Muir, then 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 tax 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932 being still due and in arrears, constitued a lien upon the real estate of the said Peter Ballard, in Brinkley's Election District, Somerset County, Maryland, and I, the said Carlos Bozman, County Treasurer and Collector for said county, having found it necessary to enforce the collection of said taxes by a sale of said real estate, the real estate not being capable of division in my judgment, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale and also by notice set up at the Court House door in Princess Anne, Maryland, giving notice of the time, place, manner and terms of sale, the years for which the taxes were due and to whom the property was assessed, and that I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Wednesday, July 3d, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction for cash all that lot or parcel of land, being the real estate assessed to the said Peter Ballard, in Brinkley's Election District, Somerset County, Maryland, described as follows:

No. 7. All that lot and improvements in Brinkley's Election District, Somerset County, Maryland, containing 1 acre, more or less, on the railroad, adjoining the lands of Elijah Ballard, Louis Ballard and I. H. Hall, and assessed to Peter Ballard for 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest bidder therefor, at and for the sum of twenty-eight dollars and eleven 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of August, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, July 3d, 1935, 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 Brinkley's 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 yearsmentioned, 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. 7. All that lot and improvements in said district, county and state, containing 1 acre, more or less, on the rail road, adjoining the lands of Elijah Ballard, Louis Ballard and I. H. Hall, and assessed to Peter Ballard for 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN

County Treasurer.

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

In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Peter Ballard for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	)	No. 4903 Chancery In the Circuit Court for Somrset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on July 3d, 1935, of land in Brinkley's Election District, Somerset County, Maryland, containing 1 acre, more or less, on the rail road, adjoining the lands of Elijah Ballard, Louis Ballard and I. H. Hall, and assessed to Peter Ballard for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-eight dollars, and eleven 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 26th day of August, 1936, 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 ineach of three successive weeks before the 28th of September, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 30th of October, 1936, 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 $28.11.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, 1936, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, 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 Jones, Clerk.

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In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Mrs. J. J. Whittington, for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-sixth, day of August, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and County Taxes for Brinkley's Election District of Somerset County for the years 1930, 1931 and 1932, by L. Creston Beauchamp, his solicitor, exhibited

and filed in the Circuit Court here, a report of sale, with an affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Mrs. J. J. Whittington, for the years 1930, 1931 and 1932, made and reported by Carlos Bozmqm, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset Couhty, Maryland, Purchaser.	No. _____ Chancery. In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of State and county taxes for said Somerset County, respectfully represents:

That on the 30th of June, 1930, the County Commissioners of Somerset County, Maryland, 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 Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate instituion, as the same appeared on the assessment books of said county, with the names of the 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 Mrs. J. J. Whittington, in Brinkley's Election District, Somerset County, Maryland, the sum of one dollar and ninety-six cents, state taxes, and twelve dollars and ninety-five cents, county taxes, and that such taxes were due and in arrears on January 1, 1931;

That in the month of August, 1930, the said Harry T. Phoebus, then 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 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 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, said taxes would be collected by process of law;

That on the 29th of June, 1931, the said County Commissioners made an annual levy of state and county taxes upon the property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Mrs. J. J. Whittington, in Brinkley's Election District, Somerset County, Maryland, the sum of one dollar and ninety-six cents, state taxes, and thirteen dollars and seventy-four cents, county taxes, and that such taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper published in said Somerset County, that is to say, the Eastern Shore Republican, printed in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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, persons or corporate institution, or to the agent of the person, persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties

as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Mrs. J. J. Whittington, in Brinkley's Election District, Somerset County, Maryland, the sum of one dollar and ninety-six cents, state taxes, and twelve dollars and fifty-six cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E.Muir, then 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 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 E. Muir, then 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 or persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932 being still due and in arrears, constitued a lien upon the real estate of the said Mrs. J. J. Whittington, in Brinkley's Election District, Somerset County, Maryland, and I, the said Carlos Bozman, County Treasurer and Collector for said county, having found it necessary to enforce the collection of said taxes by a sale of said real estate, the real estate not being capable of division in my judgment, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale and also by notice set up at the Court House door in Princess Anne, Maryland, giving notice of the time, place,manner and terms of sale, the years for which the taxes were due and to whom the property was assessed, and that I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Wednesday, July 3d, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction for cash all that lot or parcel of land, being the real estate assessed to the said Mrs. J. J. Whittington, in Brinkley's Election District, Somerset County, Maryland,described as follows:

No. 160. All that lot and improvements in Brinkley's Election District, Somerset County, Maryland, containing 1½ acres, more or less, adjoining the lands of P. O. Hudson and Bethard, and assessed to Mrs. J. J. Whittington for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest bidder therefor, at and for the sum of one hundred and six dollars and twenty-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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
CountyTreasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of August, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County by the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, July 3d, 1935, 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 Brinkley's 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. 160. All that lot and improvements in said district, county and state, containing 1½ acres, more or less, adjoining the lands of P. O. Hudson and Bethard, and assessed to Mrs. J. J. Whittington for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN,
County Treasurer.

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

In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Mrs. J. J. Whittington for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4904 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale of July 3d, 1935, of land in Brinkley's Election District, Somerset County, Maryland, containing 1½ acres, more or less, adjoining the lands of P. O. Hudson and Sol Bethards, and assessed to Mrs. J. J. Whittington for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and six dollars and twenty-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 26th dayof August, 1936, 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 28th of September, 1936, warning all persons interested in said property to be and appear in this Court, inperson or by solicitor, on or before the 30th of October, 1936, to show cause, if any they have, why said

November, 1936.

sale shall not be ratified and confirmed.

The report states the amount of sale to be $106.22.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid the Court here passed the following order, to wit:

It having been proved to the Court that, inthe 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, 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 James, Clerk.

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L. Creston Beauchamp, Ex parte, Trust created) Be it remembered that heretofore to wit, on
by mortgage from Nora M. Dryden and husband.) the first day of October, nineteen hundred
_____) and thirty-six, 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 the Peoples Bank of Somerset County by a certain Nora M. Dryden and husband of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this _____ day of January, in the year nineteen hundred and twenty-nine, by Nora M. Dryden and Charles S. Dryden, her husband, are justly and bona fide indebted unto the Peoples Bank of Somerset County a Maryland corporation, in the sum of three thousand dollars for money loaned, evidenced by the bill obligatory of the said Nora M. Dryden and Charles S. Dryden for said sum of three thousand 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 thousand dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises the said Nora M. Dryden and Charles S. Dryden, her husband, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that farm or tract of land situate, lying and being in Dublin Election District, Somerset Couhty, Maryland, on the west side of the county road, adjoining the lands of F. G. Dryden, C. S. Boston and Ralph Porter, and containing 143 acres, more or less; being the same and all the land which was devised to the said Nora M. Dryden by William T. Marriner by the sixth item of his last will and testament dated the 16th of August, 1899, recorded among the testamentary records of said Somerset County in Liber H. H. D. No. 6, folio 299.

To which said last will and testament 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.

November, 1936.

And the said mortgagors covenant that they will not cut or permit to be cut any of the trees or timber now growing on said property, except firewood and lumber necessary for the repair of the buildings on said farm, without the written consent of the said mortgagee, or its assigns.

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 mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either of 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 jursidiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

WITNESS the hands and seals of said mortgagors.

Test: Vernon E. White

Nora M. Dryden (SEAL)

Charles S. Dryden (SEAL)

STATE OF MARYLAND SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 8 day of January, 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 Nora M. Dryden and Charles S. Dryden, her husband, 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 authorized to make this affidavit.

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

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

Received for Record January 19, 1929, and recorded in Liber G. W. L. No. 98, folio 42, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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 credit of Harry E. Muir, County Treasurer.

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

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

Filed for Record August 26th, 1936, and recorded in Liber G. W. L. No. 98, folio 42.

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 the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of five thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-ninth day of August, 1936.

WHEREAS, by mortgage dated January, 1929, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 98, folio 42, a certain Nora M. Dryden and Charles S. Dryden, her husband, 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 virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp, the attorney named therein, is authorized to sell the mortgaged property in case of default, 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 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 this obligation shall be void, otherwise to be and remain in full force and virtue in law.

November, 1936.

Test: Benjamin L. Barnes Corporate Seal

L. Creston Beauchamp (SEAL)
MARYLAND CASUALTY COMPANY
By L. C. Beauchamp, Attorney in fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the first day of October, nineteen hundred and 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:

L. Creston Beauchamp, Ex parte	)	No. 4905 Chancery
Trust created by mortgage from	)	Ih the Circuit Court for
Nora M. Dryden and husband.	)	Somerset County, Maryland.
	)	

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

The report of L. Creston Beauchamp, attorney named in a mortgage from Nora M. Dryden and Charles S. Dryden, his wife, to the Peoples Bank of Somerset County, dated the blank day of January, 1919, and recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 98, folio 42, under and by virtue of a power of sale contained therein and because of default in the covenants of said mortgage, respectfully represents, that after giving 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 notice posted at the Court House door in said county, he did, in pursuance to said notice attend at the Court House door in Princess Anne, Somerset County, Maryland, on Tuesday, September 29th, 1936, at or about the hour of 1.45 o'clock P. M., and then and there proceeded to sell at public auction the following described property conveyed by said mortgage;

All that farm or tract of land situate, lying and bind in Dublin Election District, Somerset County, Maryland, on the county road leading from W. W. Porter's to B. C. Dryden's, adjoining the lands of F. G. Dryden, C. S. Boston and Ralph Porter, and containing 143 acres, more or less; being the same and all the land which was devised to the said Nora M. Dryden by William T. Marriner by the sixth item of his last will and testament dated August 16th, 1899, recorded among the testamentary records of said Somerset County in Liber H. H. D. No. 6, folio 299; improved by a dwelling and outbuildings, and by much valuable growing and marketable timber, and sold the same to C. Foster Matthews, of said Somerset County, he being the highest bidder therefor, at and for the sum of forty-three hundred and fifty dollars, which the purchaser paid in cash.

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

All of which is respectfully submitted.

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this first day of October, 1936, before me, thesubscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge

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:

L. Creston Beauchamp, Ex parte.	)	No. 4905 Chancery
Trust created by mortgage from	)	In the Circuit Court for
Nora M. Dryden and husband.	)	Somerset County.
	)	

It is this first day of October, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the report of sale of L. Creston Beauchamp, trustee mentioned in said report in the above proceedings and the sale of real estate by him reported, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 4th day of November, 1936, 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 2nd of November, 1936.

The report states the amount of sale to be $4350.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the thirteenth day of November, nineteen hundred and thirty-six, comes again into Court here the Assignee and on motion of the said Assignee the Court here passed the following order, to wit:

L. Creston Beauchamp, Ex Parte	)	No. 4905 Chancery
	)	In the Circuit Court for Somerset County.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed, and no cause to the contrary having been shown, it is this 13th day of November, 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 of real estate therein 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.

""

In the matter of the tax sale of real estate	)	Be it remembered that heretofore,
in Brinkley's Election District, Somerset	)	to wit, on the second day of Sep-
County, Maryland, assessed to Geo. E. Whitting-	)	tember, in the year nineteen hun-
ton and wife, for the years 1930, 1931 and	)	dred and thirty-six, a certain
1932, made and reported by Carlos Bozman,	)	Carlos Bozman, Collector of state
County Treasurer and Collector of state and	)	and county taxes for Brinkley's
county taxes for said Somerset County.	)	Collection District of Somerset
The County Commissioners of Somerset County,	)	County for the years 1930, 1931
Maryland, Purchaser.	)	and 1932, 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 Brinkley's Election District, Somerset County, Maryland, assessed to Geo. E. Whittington and wife, for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchasers.	)	No. 4909 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 30th of June, 1930, 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 E. Muir, then Treasurer of said county, in the performance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Geo. E. Whittington, and wife, in Brinkley's Election District, Somerset County, Maryland, the sum of no dollars and seventy-five cents state taxes, and four dollars and ninety-five cents, county taxes, and that said taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry E. Muir, then 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 E. Muir, then 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, said taxes would be collected by process of law;

That on the 29th of June, 1931, the said 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 E. Muir, then Treasurer and Collector as aforesaid, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 election district, and showing the amount of state and

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county taxes due and owing by every such person, set of persons or corporate institution;

That by said levy the said Commissioners did levy upon the property assessed to Geo. E. Whittington and wife in Brinkley's Election District, Somerset County, Maryland, the sum of no dollars and seventy-five cents state taxes, and five dollars and twenty-five cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said HarryE. Muir, then 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 HarryE. Muir, then 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 instituion, 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 levy, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 HarryE. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of of the assessment list for said county in books supplied by said 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 persons, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of Geo. E. Whittington and wife in Brinkley's Election District, Somerset County, Maryland, the sum of no dollars and seventy-five cents, state taxes and four dollars and eighty cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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 dayof 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 dayof January next succeeding said notice, with interest, said taxes would be collected by process of law;

That said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears, constituted a lien upon the real estate of the said Geo. E. Whittington, and in Brinkley's Election District, said Somerset County, and I, the said Carlos Bozman, County Treasurer and Collecto of state and county taxes for said Somerset 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 Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door in Princess Anne, 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 Carlos Bozman, County Treasurer and Collector, in pursuance of said notice and advertisement, did, on Wednesday, July 3d, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to the said Geo. E. Whittington and, in Brinkley's Election District, Somerset County, Maryland, described as follows:

No. 155. All that tract and improvements in Brinkley's ElectionDistrict, Somerset County, Maryland, containing 5 acres, more or less, on East Creek Ditch, adjoining the lands of Lily Sterling, Thomas Whittington and R. C. Whittington, and assessed to George E. Whittington and wife for 1930, 1931 and 1932, 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 twenty-four dollars and seventy-eight cents, which they have fully paid, and a copy of said advertisment is herewith filed as a part of this report, marked Exhibit A.

And I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder, to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 2nd day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 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.

R. Mark White, J. P.

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

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 Wednesday, July 3d, 1935, 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 Brinkley's ElectionDistrict, 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.

No. 155. All that tract and improvements in said district, county and state, containing 5 acres, more or less, on East Creek Ditch, adjoining the lands of Lilly Sterling, Thomas Whittington and R. C. Whittington, and assessed to George E. Whittington and wife for 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,

County Treasurer.

November, 1936.

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 Brinkley's Election District, Somerset County, Maryland, assessed to George E. Whittington and wife for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and countytaxes for said Somerset County. The County Commissiomers of Somerset County, Maryland. Purchaser.	)	No. 4909 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset Connty, Maryland, relating to the sale on July 3d, 1935, of land in Brinkley's Election District, Somerset County, containing 5 acres, more or less, on East Creek Ditch, adjoining the lands of Lilly Sterling, Thomas Whittington, and R. C. Whittington, assessed to George E. Whittington and wife for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-four dollars and seventy-eight 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 second day of September, 1936, 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 28th of September, 1936, warning all persons interested in said property to be and appear in this Court, in person or bysolicitor, on or before the 3d of November, 1936, 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 $24.78.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, 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 Jarvis, Clerk.

In the matter of the tax sale of real estate in Lawsons Election District, Somerset County, Maryland, assessed to George Cottman col. for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 second day of September, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and County Taxes for Lawson Election District of Somerset County for the years 1930, 1931 and 1932, by L. Creston Beauchamp, his solicitor, exhibited and

filed in the Circuit Court here, a report o f 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 Lawson Election District, Somerset County, Maryland, assessed to George Cottman col. for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4910 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 30th of June, 1930, 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 county, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners, for 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 George Cottman col. in Lawson Election District, Somerset County, Maryland, the sum of one dollars and thirteen cents, state taxes, and seven dollars and forty-three cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 annuallevy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, thatis 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, persons or corporate institution, or to the agent of the person, persons or corporation 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 dayof 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, said taxes would be collected by process of law;

That on the 29th of June, 1931, the said County Commissioners made an annual levyof state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then County Treasurer of said County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 George Cottman col. in Lawson Election District, Somerset County, Maryland, the sum of one dollars and thirteen cents, state taxes, and seven dollars and eighty-seven cents, county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then Treasurer and Collector as aforesaid, preapred the tax bills for every taxpayer and forwarded the same by mail or delivered the same to the person or persons or porporate institution, or to the agent of the person or persons or corporate institution to whom the propertyincluded in said tax bills was assessed, so far as their residence or post office address was known or ascertained bynhim, onor before the first day of Octobernext 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 and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then Treasurer of said county, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment lists for said county in books supplied by said 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 George Cottman col. in Lawson Election District, Somerset County, Maryland, the sum of one dollars and thirteen cents, state taxes, and seven dollars and twenty cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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 person or corporate institutiion, 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 levy and notice, with interest, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears, constituted a lien upon the real estate of the said George Cottman col. in Lawson Election District, said Somerset County and I, the said Carlos Bozman, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, June 11th, 1935, 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 George Cottman col. in Lawson Election District, Somerset County, Maryland, described as follows:

No. 23. All that lot and improvements in Lawson Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of J. West, M. Turpin and John Johnson, and assessed to George Cottman col. for 1928, 1939, 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of fifty-seven dollars and fifty 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 2nd day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 theforegoing 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as CountyTreasurer for Somerset County by provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, June 11th, 1935, 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 Lawson 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 lot and improvements in said district, county and state, containing 1 acre, more or less, adjoining the lands of J. West, M. Turpin and John Johnson, and assessed to George Cottman for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,

County Treasurer.

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

In the matter of the tax sale of real estate in Lawson Election District, Somerset County, Maryland, assessed to George Cottman col. for 1930, 1931 and 1932, reported by Carlos Bozman County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4910 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of J. West, M. Turpin and John Johnson, and assessed to George Cottman col. for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of fifty-seven dollars and fifty 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 2nd day of September, 1936, by the Circuit Court for Somerset County, Maryland, 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 October, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 5th day of November, 1936, to show cause, if any they have why said sale shall not be rztified and confirmed.

The report states the amount of sale to be $57.50.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid 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 newspaper published in said Somerset County, according to the terms of said Order Nisi and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, 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 Jawes, Clerk.

In the matter of the tax sale of real estate in Lawson Election District, Somerset County, Maryland, assessed to George H. Cullen for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 second day of September, nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of State and County taxes for the Lawson Election District, of Somerset County for the year 1930, 1931 and 1932, 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 Lawson Election District, Somerset County, Maryland, assessed to George H. Cullen for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset Couhty. The County Commissioners of Somerset County, Maryland, Purchasers.	No. 4911 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 30th of June, 1930, 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 county in books supplied by said 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 owingby every such person, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property assessed to George H. Cullen in Lawson Election District, Somerset County, Maryland, the sum of two dollars and no cents, state taxes, and thirteen dollars and twenty cents, county taxes, and that said taxes were due and in arrears on January 1st, 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 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, persons or corporate institution, or to the agent of the person, persons or corporation 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, said taxes would be collected by process of law;

That on the 29th of June, 1931, 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 Harry E. Muir, then County Treasurer of said County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 George H. Cullen in Lawson Election District, Somerset County, Maryland, the sum of two dollars and no cents, state taxes, and fourteen dollars and no cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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 tax 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 and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then Treasurer of said county, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 George H. Cullen in Lawson Election District, Somerset County, Maryland, the sum of two dollars and no cents, state taxes, and twelve dollars and eighty cents countytaxes, and that said taxes were due andin arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, thatis to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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 person or corporate institution, to whom the property included in said bills was assessed, so far as their residence or post office address was know 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 levy and notice, with interest, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears, constituted a lien upon the real estate of the said George H. Cullen, in Lawson Election District, said Somerset County, and I, the said Carlos Bozman, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, Junellth, 1935, 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 George H. Cullen in Lawson Election District, Somerset County, Maryland, described as follows:

No. 34. All that tract of land in Lawson Election District, Somerset County, Maryland, containing 20 acres, more or less, on the state road, adjoining the lands of W. H. Cullen, J. W. Miles and W. A. Stevenson, and assessed to George H. Cullen for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, theybeing then and there the highest bidders therefor, at and for the sum of one hundred and seven dollars and fifty-six 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 2nd day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, M aryland, and made oath in due form of law that the matters and things 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County by provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Prncess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land in Lawson Election District, Somerset County, Maryland, hereinafter severally mentinned 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 per-

sons 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. 34. All that tract of land insaid district, county and state, containing 20 acres, more or less, an the state road, adjoining the lands of W. H. Cullen, J. W. Miles and W. A. Stevenson, and assessed to George H. Cullen for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate in Lawson Election District, Somerset County, Maryland, assessed to George H. Cullen for 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4911 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson Election District, Somerset Connty, Maryland, containing 20 acres, more or less, on the state road and adjoining the lands of W. H. Cullen, J. W. Miles, and W. A. Stevenson, and assessed to George H. Cullen for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and seven dollars and fifty-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 2nd day of September, 1936, 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 October, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 5th day of November, 1936, 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 $107.56.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector byhis solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been found and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, by the Circuit Court for Somerset Connty, 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 Tawes, Clerk.

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In the matter of the tax sale of real estate in Lawson Election District, Somerset County, Maryland, assessed to Edward Dougherty for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 ninth day of September, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the years 1930, 1931 and 1932, 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 Lawson Election District, Somerset County, Maryland, assessed to Edward Dougherty, for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser..	No. 4916 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 30th of June, 1930, 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 county, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners, for 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 institutions;

That by said levy the said County Commissioners did levy upon the property assessed to Edward Dougherty in Lawson Election District, Somerset County, Maryland, the sum of no dollars and eighty-four cents, state taxes, and five dollars and fifty-three cents county taxes, and that said taxes were due and in arrears on January 1st, 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 Prncess 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, persons or corporate institution, or to the agent of the person, persons or corporation 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 onor before the first day of January next succeeding said notice, with interest, said taxes would be collected by process of law;

That on the 29th of June, 1931, 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 Harry E. Muir, then County Treasurer of said County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Edward Dougherty in Lawson Election District, Somerset County, Maryland, the sum of no dollars and eighty-four cents state taxes, and five dollars and eighty-six cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said HarryE. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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 tax 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 and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then Treasurer of said county, inpursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 or persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of Edward Dougherty in Lawson Election District, Somerset County, Maryland, the sum of no dollars and eighty-four cents state taxes and five dollars and thirty-six cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week

for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then 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 person or corporate institution, to whom the property included in said bills was assessed, so far as their residence or post office address was know 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 levy and notice, with interest, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears, constitutued a lien upon the real estate of the said Edward Dougherty, in Lawson Election District, said Somerset County, and I, the said Carlos Bozman, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, June 11th, 1936, 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 Edward Dougherty in Lawson Election District, Somerset County, Maryland, described as follows:

No. 39. All that lot and improvements in Lawson Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of W. E. Dounherty, J. T. Dougherty and C. H. Wilson, and assessed to Edward Dougherty for 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of twenty-four dollars and thirty-five 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, and made oath in due form o f law that the matters and things 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County

by provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, June 11th, 1935, 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 Lawson 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. 39. All that lot and improvements in said district, county and state, containing 1 acre, more or less, adjoining the lands of W. E. Dougherty, J. T. Dougherty and C. H. Wilson, and assessed to Edward Dougherty for 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,

County Treasurer.

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

In the matter of the tax sale of real estate	)	
in Lawson Election District, Somerset County,	)	
Maryland, assessed to Edward Dougherty for	)	No. 4916 Chancery
1390, 1931 and 1932, reported by Carlos Boz-	)	In the Circuit Court for
man, County Treasurer and Collector of state	)	Somerset County, Maryland.
and county taxes for said Somerset County.	)	
The County Commissioners of Somerset County,	)	
Maryland. Purchaser.	)	
&&&&&	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of W. E. Dougherty, J. T. Dougherty and C. H. Wilson, and assessed to Edward Dougherty for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-four dollars and thirty-five 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 compliedwith;

It is thereupon this 9th day of September, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the news papers published in said in said Somerset County once in each of three successive weeks before the 12th day of October, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 17th day of November, 1936, 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 $24.35.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, 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 Jawes, Clerk.

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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 the Eastern Shore Republican, and the Crisfield Times, two newspapers published in said Somerset County, 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 institutions, or to the agent of the person, persons or corporate institutions 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, said taxes would be collected by process of law;

That on the 30th of June, 1931, the said County Commissioners made an annual levy of state and county taxes uppn the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of Somerset County, Maryland, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment lists for said county in books supplied by said 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 John D. Johnson, in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and seventy-five cents, state taxes, and five dollars and twenty-five cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Newspaper, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield Maryland, and the said Harry E.Muir, then Treasurer and Collector as aforesaid, prepared the tax bills for every taxpayer and forwarded the same bymail or delivered the same to the person, 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 knwon 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then County Treasurer, of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 institutions;

That by said levy the said County Commissioners did levy upon the property assessed to John D. Johnson, in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and seventy-five cents state taxes, and four dollars and eighty cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 insaid Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, and the Crisfield Times, published in Crisfield, and thatthe said Harry E. Muir, then 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, persons or corporate institution, or to the agent of the person, persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears, constitutied a lien upon the real estate of the said John D. Johnson in Lawson's Election District, Somerset County, Maryland, and I, the said Carlos Bozman, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sellat public auction for cash, all lot of land being the real estate assessed to the said John D. Johnson, in Lawson's Election District, Somerset County, Maryland, described as follows:

No. 55. All that lot in Lawson's Election District, Somerset County, Maryland, containing 4 acres, more or less, adjoining the lands of Frank Dryden, C. T. Pruitt, and E. R. Cox, and assessed to John D. Johnson for 1925, 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissinners of Somerset County, Maryland, they being then and there the highest bidder therefor, at and for the sum of seventy dollars and sixty-two 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

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

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, June 11th, 1935, 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 Lawson's 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. 55. All that lot in said district, county and state, containing 4 acres, more or less, adjoining the lands of Frank Dryden, C. T. Pruitt and E. R. Cox, and assessed to John D. Johnson for 1925, 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to John D. Johnson for 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	)	No. 4920 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson's Election District, said Somerset County, adjoining the lands of Frank Dryden, C. T. Pruitt and E. R. Cox, and containing 4 acres, more or less, assessed to John D; Johnson for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of seventy dollars and sixty-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 19th day of September, 1936, 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 24th of October, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 24thof November, 1936, 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 $70.62.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 9th day of December, 1936, 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 Tawes, Clerk.

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In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to Mary F. Dennis, col. for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Purchaser.	Be it remembered that heretofore, to wit, on the nineteenth day of September, nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the years 1930, 1931 and 1932, by his solicitor, L. Creston Beauchamp, 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 inthe words following, to wit:

In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to Mary F. Dennis, col. for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, CountyTreasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County. Purchaser.	No. 4921 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county,respectfully represents:

That on the 30th of June, 1930, 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 county, in the performance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Mary F. Dennis col.

in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and sixty-three dents, state taxes, and four dollars and thirteen cents county taxes, and that said taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry E. Muir, then 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 E. Muir, then 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 propertyincluded 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 dayof January next succeeding said notice, with interest, said taxes would be collected by process of law;

That on the 29th of June, 1931, the said 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 E. Muir, then Treasurer and Collector as aforesaid, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 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 Commissioners did levy upon the property assessed to Mary F. Dennis col. in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and sixty-three cents state taxes, and four dollars and thirty-seven cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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 instituion, 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 levy, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of of the assessment list for said county in books supplied by said 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 persons, set of persons or corporate institution;

That by said levy the said County Commissioners did levy upon the property of Mary F. Dennis col. in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and sixty-three cents state taxes and four dollars and no cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E.Muir, then 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 Octobernext 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 dayof January next succeeding said notice, with interest, said taxes would be collected by process of law;

That said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears, constituted a lien upon the real estate of the saidMary F. Dennis, col. in Lawson's Election District, said Somerset County, and I, the said Carlos Bozman, County treasurer and Collecto of state and county taxes for said Somerset 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 Carlos Bozman, County Treasurer and Collector, in pursuance of said notice and advertisement, did, on Tuesday, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to the said Mary F. Dennis col. in Lawson's Election District, somerset County, Maryland, described as follows:

No. 40. All that lot and improvements in said district, county and state, containing 1 acre, more or less, adjoining the lands of J. H. Ward, W. Byrd and Sam Cannon, and assessed to Mary R. Dennis, col. for 1929, 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of twenty-eight dollars and twenty-two 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder, to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I herby certify that on this 19th day of August, 1936 before me, the subscriber, a Justice

of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 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.

R. Mark White, J. P.

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

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, June 11th, 1935, 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 Lawson's 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 costs.

No. 40. All that lot and improvements in said district, county and state, containing 1 acre, more or less, adjoining the lands of J. H. Ward, W. Byrd and Sam Cannon, and assessed to Mary F. Dennis, col. for 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,

County Treasurer.

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

In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to Mary F. Dennis, col. for 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4921 Chancery In the Cicuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of J. H. Ward, and Sam Cannon, and assessed to Mary F. Dennis col. for 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-eight dollars and twenty-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 19th day of September, 1936, 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 28th of October, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 28th of November, 1936, 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 $28.22.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said Collector by his solicitor aforesaid 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 insaid Somerset County, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 9th day of December, 1936, 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 Jones Clerk.

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In the matter of the tax sale of real estate in Lawson's Election District, Somerset County Maryland, assessed to Arinthia Butler for 1931 and 1932, made and reported by Carlos Bozman, 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 nineteenth day of September, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the Lawson's Election District of Somerset County for the years 1931 and 1932, by his solicitor, L. Creston Beauchamp,

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 Lawson's Election District, Somerset County Maryland, assessed to Arinthia Butler for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4922 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of Somerset County, Maryland, 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 E. Muir, then Treasurer and Collector as aforesaid, in the performance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Arinthia Butler, in Lawson's Election District, Somerset County, Maryland, the sum of two dollars and thirty cents, state taxes, sixteen dollars and ten cents county taxes, and that such taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then Treasurer and Collector as aforesaid, prepared the tax bills of 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 levy, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons or cporate 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 Commissioners did levy upon the property assessed to Arinthia Butler in Lawson's Election District, Somerset County, Maryland, the sum of two dollars and thirty cents state taxes, and fourteen dollars and seventy-two cents county taxes, and that said taxes were due and in arfears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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 per ons 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 and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest, said taxes would be collected by process of law;

That said state and county taxes for the years 1931 and 1932 being still due and in arrears constitued a lien upon the real estate of the said Arinthia Butler, in Lawson's Election District, Somerset County, Maryland, and I, the said Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset 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 Marylander and Herald, 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 Carlos Bozman, County Treasurer and Collector, in pursuance of notice and advertisement, did , on Wednesday, July 31st, 1935, at or about the hour of two o'clock P. M., at the Court House door, in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to Arinthia Butler, in Lawson's Election District, Somerset County, Maryland, described as follows:

No. 17. All that lot and improvements in Lawson Election District, Somerset County, Maryland, containing 2 acres, more or less, adjoining the lands of W. E. Dougherty, Charles Laird and H. Zenke, and assessed to Arinthia Butler for 1931 and 1932, 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 forty-five dollars and eighty-four 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of August, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector, and made oath in due form of law that the matters and things 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.

R. Mark White, J. P.

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

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, June 11th, 1935, 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 Lawson's 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 possessed, which said taxes are now due and in arrears for said years, together with the interest and costs.

No. 17. All that lot and improvements in said district, county and state, containing 2 acres, more or less, adjoining the lands of W. E. Dougherty, Charles Laird and H. Zenke and assessed to Arinthia Butler for 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate in Lawson Election District, Somerset County, Maryland, assessed to Arinthia Butler for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	)	No. 4922 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson Election District, Somerset County, Maryland, containing 2 acres, more or less, adjoining the lands of W. E. Dougherty, Chas. Laird and H. Zenke, and assessed to Arinthia Butler for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of forty-five dollars and eighty-four cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and it appearing that the provisions of law in relation thereto have been complied with;

It is thereupon, this 19th day of September, 1936, 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 19th day of October, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 21st day of November, 1936, 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 $45.84.

James M. Crockett, Judge.

And now at this day to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 9th day of December, 1936, 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 Jones, Clerk.

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In the matter of the tax sale of real estate in West Princess Anne Election District, Somerset County, Maryland, assessed to Frank Wright for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, Treasurer and Collector of State and County taxes for said Somerset County. John T. Barnette, Purchaser.	Be it remembered that heretofore, to wit, on the eighth day of June, nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for West Princess Anne Election District of Somerset County for the years 1929, 1930, 1931 and 1932, by Edgar A. Jones, his solicitor, exhibited and filed

in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in West Princess Anne Election District, Somerset County, Maryland, assessed to Frank Wright for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, Treasurer and Collector of state and county taxes for said Somerset County. John T. Barnette, Purchaser.	No. 4827 Chancery In the Circuit Court for Somerset County.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and collector of State and county taxes for said Somerset County, respectfully represents:-

That on the 30th day of June, 1929, the County Commissioners of said Somerset County made an annual evy of state and county taxes upon the taxable property in said County, and sixty days after said levy, Harry E. Muir, 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 the said County Commissioners for said purpose, as required by law, showing the agregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said County, with the names of the owners arranged according to the districts and alphabetically for every district, and showing the amount of state and county taxes due and owing by every such person, set of persons or corporate institutions;

That by said levy the said County Commissioners did levy upon the property assessed to Frank Wright, in West Princess Anne Election District, Somerset County, Maryland, the sum of two dollars and seventy eight cents county taxes and thirty nine cents state taxes, and that said taxes were due and in arrears on January 1st, 1930.

That in the month of August, 1929, the said Harry E. Muir, then County Treasurer and Collector as aforesaid did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say inthe Marylander and Herald and the Somerset News, both published in Princess Anne, Maryland, and that the said Harry E. Muir, then County Treasurer and Collector of taxes as aforesaid, prepared the tax bills for every taxpayers and forwarded the same by mail or delivered the same to the person or persons or corporate institutions or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or postoffice address was known or ascertained by him, on or before the 1st day of October next succeeding the said levy, and that such advertisement 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 1st day of January next succeeding the said notice, with interest, said taxes would be collected by process of law;

That on the 30th of June 1930, the County Commissioners of Somerset County, made an annual levy of the state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of 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 the County Commissioners for said purpose, as required by law, showing the agregate 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 institutions;

That by said levy the said County Commissioners did levy upon the property assessed to Frank Wright in West Princess Anne Elction District, Somerset County, Maryland, the sum of two dollars and forty eight cents county taxes and thirty eight cents state taxes, and that the said taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry E. Muir, then County Treasurer and Collector as aforesaid did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say in the Marylander and Herald and The Somerset News, both published at Princess Anne, Maryland, and that the said Harry E.Muir, 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 institutions to whom the property included in said bills was assessed, so far as their residence or post office address was known or ascretained by him, onor before the 1st day of October next succeeding said levy, and that such advertisement 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, said taxes would be collected by process of law;

That on the 30th day of June, 1931, the County Commissioners of Somerset County, Maryland, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then 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 agregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said County, with the names of the owners arranged according to election districts and alphabetically for every district, showing the amount of state and county taxes due and owing by every such person, set of persons or corporate institutions;

That by said levy the said County Commissioners did levy upon the property assessed to Frank Wright in West Princess Anne Election District, Somerset County, Maryland, the sum of two dollars and sixty two cents County taxes and thirty eight cents state taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in Somerset County, that is to say in the Eastern Shore Republican, published at Princess Anne, and in the Crisfield Times, published at Crisfield, and that the said Harry E. Muir, 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 or persons or corporate institutions to whom the property included in said bills was assessed, as far as their residence or postoffice address was known or ascertained by him, on or before the first day of October next succeeding said levy and that such advertisement 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, said taxes would be collected by process of law.

That on the 30th day of June, 1932, the said County Commissioners made an annual levy of the State and County taxes upon the taxable property in said County, and that sixty days after said levy the said Harry E. Muir, then County Treasurer of said Somerset County in pursuanaec of his duties as Clerk to said County Commissioners made a true copy of the assessment list for said County in books supplied by the said County Commissioners for said purpose, as required by law, showing the agregate 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 Frank Wright in West Princess Anne Election District, Somerset County, Maryland, the sum of two dollars and forty cents county taxes and thirty eight cents state taxes, and that said taxes were due and in arrears on the 1st day of January 1933.

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of the annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican published at Princess Anne and in the Crisfield Times, published at Crisfield, and the said Harry E. Muir, 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, persons or corporate instututions to whom the property included in said bills was assessed, so far as their residence or postoffice address was known by him, on or before the 1st day of October next succeeding said levy, and that such advertisement contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were note paid on or before January 1st, 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, 1930, 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Frank Wright in West Princess Anne Election District, in said Somerset County, and I, the said Carlos Bozman, 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 the 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 Eastern Shore Republican, a weekly newspaper published in said Somerset County, once a week fir four successive weeks before the day of sale and also by notice set upat 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement did, on Tuesday, June 4th, 1935 at about the hour of two o'clock P. M., at the Court House door, in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot of land, being the real estate assessed to the said Frank Wright, in West Princess Anne Election District, Somerset County, Maryland, described as follows:

No. 89. All that lot and improvements in said district, county and state on the Mt. Vernon road, adjoining the lands of Hannah Cottman, Sallie Cornish and the Pike's Peak property and assessed to Frank Wright for 1929, 1930, 1931 and 1932, and sold for taxes for said years, and sold the same to John T. Barnette, of said County, he being then and there the highest bidder therefor, at and for the sum of eighteen dollars and fifteen cents, which he has fully paid and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 6th day of June, in the year Nineteen hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County, and made oath in due form of law that that the matters and things stated inthe 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.

BenjaminL. Barnes.
Notary Public.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, by provision of the General Assembly of Maryland, I hereby give notice that on Tuesday June 4th, 1935, 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 West Princess Anne Election Distfict, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfiy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to be 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 interest and costs.

No. 89. All that lot and improvements in said district, County and State, on the Mt. Vernon road, adjoining the lands of Hannah Cottman, Sallie Cornish and the Pike's Peak property and assessed to Frank Wright for 1929, 1930, 1931 and 1932, and sold for taxes for said years.

Carlos Bozman,
Treasurer, Somerset County, Md.

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 West Princess Anne Election District, Somerset County, Maryland, assessed to Frank Wright for 1929, 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County. John T. Barnette, Purchaser.	)	No. 4827 Chancery, in the Circuit Court for Somerset County.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of State and County Taxes for Somerset County, Maryland, relating to the sale

on June 4th, 1935, of land in West Princess Anne Election District, Somerset County, Maryland, on the Mt. Vernon road adjoining the lands of Hannah Cottman, Sallie Cornish and the Pike's property,assessed to Frank Wright for 1929, 1930, 1931 and 1932, made to John T. Barnette for the sum of eighteen dollars and fifteen 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 8th day of June, in the Year Nineteen hundred and thirty six, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published in Somerset County once in each of three successive weeks before the 6th day of July, 1936, warning all persons interested in said property to be and appear in this Court, in person or be solicitor, on or before the 10th day of August, 1936, 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 $18.15.

James M. Crockett, Judge.

And now at this day to wit, on the sixteenth day of December, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 Marylander and Herald 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 16th day of December, 1936, 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 is 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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Clarence P. Lankford, Ex parte, Trust created by mortgage from L. Dow Mister to the Bank of Crisfield, a body corporate	) Be it remembered that heretofore, to wit, on the fourteenth day of October, nineteen hundred and thirty-six, 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 L. Dow Mister of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 12 day of June, in the year nineteen hundred and thirty-four, by L. Dow Mister, of Somerset County, in the State of Maryland;-

Whereas, the said L. Dow Mister has this day borrowed from the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, the sum of One thousand DOLLARS ($1,000.00), which the said the "Bank of Crisfield", a body corporate as aforesaid, has advanced and loaned to the said L. Dow Mister to enable the said L. Dow Mister to complete the purchase of the real estate hereinafter described, this day conveyed unto the said L. Dow Mister by James B. Tawes and wife, and which said sum so advanced and loaned has been

paid by the "Bank of Crisfield", a body corporate as aforesaid unto the said James B. Tawes on account of the purchase money for said real estate; and whereas, the said L. Dow Mister has executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, his promissory note, for said sum of One thousand dollars ($1,000.00), dated evenly herewith, payable to the said the "Bank of Crisfield", a body corporate as aforesaid, two years after date, with interest from date, which said interest is to be paid semi-annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said L. Dow Mister has agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises the said L. Dow Mister has granted and by these presents does grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, on the North side of the County Road leading from the Crisfield Academy to Asbury Methodist Episcopal Church, (known as Asbury Avenue), containing fifteen-sixteenths of an acre of land, more or less, being the same and all the real estate and premises conveyed unto the said L. Dow Mister by the said James B. Tawes and wife 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 James B. Tawes by the said L. Dow Mister by deed bearing date the 18th day of May in the year nineteen hundred and thirty-four, and recorded among said Land Records in Liber J. M. T. No. 106 folio 4 etc, and is also all the real estate and premises conveyed unto the said L. Dow Mister and Sidonia Mister, his wife, as tenants by the entireties, by Mary S. Hurley by deed bearing date the twenty-fifth day of November, in the year nineteen hundred and twenty-seven, and recorded among the said Land Records in Liber G. W. L. No. 96 folio 51 etc, and is also all the real estate and premises conveyed unto the said Mary S. Hurley by William J. Hurley by deed bearing date the eighteenth day of January, in the year nineteen hundred and twenty-one, and recorded among the said Land Records in Liber W. J. S. No. 84 folio 444 etc, and is also all the real estate and premises conveyed unto the said William J. Hurley by Noah T. Sterling and Nancy H. Sterling, his wife, by deed bearing date the eighth day of September, in the year nineteen hundred and six, and recorded among the said Land Records in Liber S. F. D. No. 44 folio 113 etc, and is laid down and described on a plat and certificate of survey filed with, and as a part of, the last mentioned deed, to which said plat, certificate of survey, deeds and records aforesaid, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages, 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 Mortgagor shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said promissory note, and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said L. Dow Mister 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 jursidiction 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 (f 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 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 orpolicies 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: Myrtle V. Gorsuch. L. Dow Mister (SEAL)

STATE OR MARYLAND SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 12 day of June, in the year nineteenhundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared L. Dow Mister the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed; and at the same time

and place also personally appeared before me Warren F. Sterling, President of the "Bank of Crisfield", 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 further made oath as aforesaid, that he is the president of the said the "Bank of Crisfield", mortgage, 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 last above written.

Notary Seal — Myrtle V. Gorsuch, Notary Public.

Received for Record June 12th, 1934 and recorded in Liber J. M. T. No. 103, folio 576, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

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

Know all men by these presents, that we, Clarence P. Lankford, principal, and J. Coyne Sterling and A. Wellington Tawes, 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, exexutors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 13th day of October, in the year nineteen hundred and thirty-six.

Whereas, the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from L. Dow Mister to the Bank of Crisfield, a body corporate, bearing date the twelfth day of June, in the year nineteen hundred and thirty-four, and recorded among the Land Records of said Somerset County in Liber J. M. T. No. 103 folio 576 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said property.

Now the condition of the above obligation is such, that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness:		
M. B. Thawley.	Clarence P. Lankford	(SEAL)
	J. Coyne Sterling	(SEAL)
	A. Wellington Tawes	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 14th day of October, in the year nineteen hundred and thirty-six.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirteenth day of November, in the year nineteen hundred and thirty-six, 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:

November, 1936.

Clarence P. Lankford, Ex-parte,	)	No. 4932 Chancery.
Trust created by mortgage from	)	In the Circuit Court for
L. Dow Mister to the "Bank of	)	Somerset County.
Crisfield, a body corporate	)	
	)	

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

The report of Clarence P. Lankford, attorney named in a mortgage from L. Dow Mister to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the twelfth day of June, in the year nineteen hundred and thirty-four, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber J. M. T. No. 103 folio 576 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 seventh day of November, in the year nineteen hundred and thirty-six, 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 offered at public sale to the highest bidder, all that lot or parcel of land, with the improvements thereon, situate, lying and being in Asbury District, Somerset County, in the State of Maryland, on the North side of the State road leading from the Crisfield Academy to Asbury Methodist Episcopal Church,(known as Asbury Avenue), containing fifteen-sixteenths of and acre of land, more or less, being the same and all the real estate and premises conveyed unto the said L. Dow Mister by James B. Tawes and wife by deed bearing date the twelfth day of June, in the year nineteen hundred and thirty-four, and recorded among the said Land Records in Liber J. M. T. No. 106 folio 48 etc, and is also all the real estate and premises conveyed unto the said James B. Tawes by the said L. Dow Mister by deed bearing date the eighteenth day of May, in the year nineteen hundred and thirty-four, and recorded among said Land Records in Liber J. M. T. No. 196 folio 4 etc, and is also all the real estate and premises conveyed unto the said L. Dow Mister and Sidonia Mister, his wife, as tenants by the entirety, by Mary S. Hurley by deed bearing date the twenty-fifth day of November, in the year nineteen hundred and twenty-seven, and recorded among said Land Records in Liber G. W. L. No. 96 folio 51 etc, and is also all the real estate and premises conveyed unto the said Mary S. Hurley by William J. Hurley by deed bearing date the eighteenth day of January, in the year nineteen hundred and twenty-one, and recorded among said Land Records in Liber W. J. S. No. 84 folio 444 etc, and is also all the real estate and premises conveyed unto the said William J. Hurley by Noah T. Sterling and Nancy H. Sterling, his wife by deed bearing date the eighth day of September, in the year nineteen hundred and six, and recorded among said Land Records in Liber S. F. D. No. 44 folio 113 etc, and is laid down and described on a plat and certificate of survey filed with, and as a part of the last mentioned deed, and is also fully described in said mortgage, whereupon Clarence A. Chrisry, 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 Sixteen Hundred Dollars ($1,600.00), all of which has been paid cash.

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

Respectfully submitted,

Clarence P. Lankford,

Attorney named in said mortgage.

State of Maryland, Somerset County, to-wit:-

I hereby certify that on this 13th day of November, nineteenhundred and thirty-six, before me, the subscriber, a Clerk of the Circuit Court for Somerset County, Maryland, personally appeared Clarence P. Lankford, the 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 are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex-parte,	)	No. 4932 Chancery
Trust created by mortgage from	)	In the Circuit Court
L. Dow Mister to the "Bank of	)	for Somerset County.
Crisfield", a body corporate.	)	
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 13th day of November, nineteen hundred and thirty-six, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from L. Dow Mister to the "Bank of Crisfield", a body corporate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st 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 19th day of December next.

The report states the amount of sale to be $1,600.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the thirtieth day of December, in the year nineteen hundred and 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:

Clarence P. Lankford, Ex-parte,	)	No. 4932 Chancery
Trust created by mortgage from	)	In the Circuit Court for
L. Dow Mister to the "Bank of	)	Somerset County.
Crisfield", a body corporate	)	
	)	

Ordered by the Circuit Court for Somerset County, Maryland, this 30th day of December, nineteen hundred and thirty-six, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from L. Dow Mister 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 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.

Clarence P. Lankford, Ex-parte, Trust created by mortgage from Lee Roy Carson and Ruth Carsom, his wife, to the "Bank of Crisfield", a body corporate.	Be it remembered that heretofore, to wit, on the thirteenth day of November, nineteen hundred and thirty-six, 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 Lee Roy Carson and Ruth Carson, his wife, of Hampton, in the State of Virginia, which said original or mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 7th day of September, in the year nineteen hundred and twenty-one, by Lee Roy Carson and Ruth Carson, his wife, of Hampton, in the State of Virginia:-

Whereas, the said Lee Roy Carson has this borrowed from the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, the sum of Twelve Thousand and five hundred dollars ($12,500.00), which the said the "Bank of Crisfield", a body corporate as aforesaid, has advanced and loaned to the said Lee Roy Carson to enable the said Lee Roy Carson to complete the purchase of the real estate hereinafter described conveyed unto the said Lee Roy Carson by Margaret C. Tawes by deed bearing date the 7th day of September, in the year nineteen hundred and twenty-one, and which said sum so advanced has been paid to the said Margaret C. Tawes on account of the purchase money for said real estate; and whereas, the said Lee Roy Carson and Ruth Carson, his wife, have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of Twelve Thousand and Five Hundred Dollars ($12,500.00), dated evenly herewith, payable to the said the "Bank of Crisfield", a body corporate as aforesaid, two years after date, with interest from date, which said interest is to be paid semi-annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said Lee Roy Carson and Ruth Carson, 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 Lee Roy Carson and Ruth Carson, 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 their right, title, interest and estate, the same being and undivided one-half interest, in and to all that lot or parcel of land situate, lying and being in the town of Crisfield, Somerset County, in the State of Maryland, the same being a part of a tract of land called "Floral Highlands" on the South side of the Little Annamessex River and in that part of the town of Crisfield commonly called "Jersey", being the same and all the real estate and premises conveyed unto the said Lee Roy Carson by Margaret C. Tawes by deed bearing date the 7th day of September, in the year nineteen hundred and twenty-one, not yet delivered or recorded, but intended to be delivered and recorded among the Land Records of Somerset County cotemporaneously with this mortgage, and is also all the real estate and premises described and conveyed in a deed to James C. Tawes, Isaac H. Tawes and John H. Riggin from George S. Payne bearing date the fifteenth day of June, in the year nineteen hundred and one, and recorded among said Land Records in Liber O. T. B. No. 31, folio 170 etc, the interest of the said John H. Riggin in said real estate having been conveyed by the said John H. Riggin and wife to the said James C. Tawes and Isaac H. Tawes by deed bearing date the twenty-first day of October, in the year nineteen hundred and eight, and recorded among the said Land Records of Somerset County in Liber S. F. D. No. 49, folio 515 etc, and the undivided one-half interest of the said James C. Tawes having been devided unto the said Margaret C. Tawes by the said James C. Tawes by his last will and testament bearing date the tenth day of April, in the year eighteen hundred and ninety-one, and recorded among the

Testamentary Records of Somerset County in Liber L. R. No. 32 folio 146 etc, except so much thereof as has been heretofore been conveyed by the said James C. Tawes and wife and Isaac H. Tawes and wife to John H. Riggin by deed bearing date the twenty-second day of October, in the year nineteen hundred and eight, and recorded among the said Land Records of Somerset County in Liber S. F. D. No. 49 folio 525 etc, to which said deeds, last will and testament and records aforesaid, and all the references in each of them contained, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Lee Roy Carson and Ruth Carson, 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 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 jursidiction 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 jursidiction to deeree or order a sale thereof, all the

annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

WITNESS the hands and seals of said mortgagors.

Test: as to Lee Roy Carson
Fred N. Holland
Test as to Ruth Carson.
C. B. Sinclair

Lee Roy Carson (SEAL)
Ruth Carson (SEAL)

STATE OF MARYLAND SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of September in the year nineteen hundred and twenty-one, before, the subscriber, a Justice of the Peace , of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Lee Roy Carson, one of the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me 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 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.

State of Virginia, Elizabeth CityCounty, to-wit:-

I hereby certify that on this 8th day of September, in the year nineteen hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Virginia, in and for Elizabeth City County aforesaid, personally appeared Ruth Carson, one of the mortgagors named in the foregoing mortgage, and acknowledged the foregoing mortgage to be her 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

C. B. Sinclair,
Notary Public.

Received for Record September 13th, 1921, and recorded in Liber W. J. S. No. 82, folio 574, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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

Know all men by these presents, that we, Clarence P. Lankford, principal, and J. Coyne Sterling and A. Wellington Tawes 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 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 the 10 day of November, in the year nineteen hundred and thirty-six.

Whereas, the above bounden Clarence P. Lankford, by virtue of the power and authority contained in a mortgage from Lee Roy Carson and Ruth Carson, his wife, to the "Bank of Crisfield", a body corporate, dated the seventh day of September, in the year nineteen hundred and twenty-one, and recorded among the Land Records of said Somerset County, Maryland, in Liber W. J. S. No. 82 folio 574 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford 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 faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness:-	Clarence P. Lankford	(SEAL)
E. W. Riggin	J. Coyne Sterling	(SEAL)
	A. Wellington Tawes	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 13th day of November, in the year nineteen hundred and thirty-six.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the twentieth day of November, 1936, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

Clarence P. Lankford, ex-parte Trust created by mortgage from Lee Roy Carson and Ruth Carson, his wife, to the "Bank of Crisfield", a body corporate.	No. 4948 Chancery In the Circuit Court for Somerset County.

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

The report of Clarence P. Lankford, Attorney, under and by virtue of the power and authority contained in a mortgage from Lee Roy Carson and Ruth Carson, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the seventh day of September, in the year nineteen hundred and twenty-one, and recorded among the Land Records of Somerset County, Maryland, in Liber W. J. S. No. 82 folio 574 etc, and duly authorized by said mortgage (default having occurred in the terms 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, Somerset County, Maryland, on Saturday the fourteenth day of November, in the year nineteen hundred and thirty-six, 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 in said mortgage described and conveyed, in manner following, that is to say:-

Your Attorney offered at public sale to the highest bidder, an undivided one-half interest in and to 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, the same being a part of a tract of land called "Floral Highlands", on the south side of the Little Annamessex River, and in that part of the Town of Crisfield commonly called "Jersey", being the same and all the real estate and premises conveyed unto the said Lee Roy Carson by Margaret C. Tawes by deed bearing date the seventh day of September, in the year nineteen hundred and twenty-one, and recorded among said Land Records in Liber W. J. S. No. 84 folio 584, and is also all the real estate and premises described in a deed to James C. Tawes, Isaac H. Tawes and John H. Riggin from George S. Payne bearing date the fifteenth day of June, in the year nineteen hundred and one, and recorded among said Land Records in Liber O. T. B. No. 31, folio 170 etc, the interest of the said John H. Riggin in said real estate having been conveyed unto the said James C. Tawes and Isaac H. Tawes by deed bearing date the twenty-first day of October, in the year nineteen hundred and eight, and recorded among said Land Records in Liber S. F. D. No. 49 folio 515 etc, and the undivided one-half interest of the said James C. Tawes having been devised unto the said Margaret C. Tawes by the said James C. Tawes by his last will and testament bearing date the tenth day of April, in the year eighteen hundred and ninety-one, and recorded among the Testamentary Records of said Somerset County in Liber L. R. No. 32 folio 146 etc, except so much thereof as has heretofore been conveyed by the said James C. Tawes and wife and Isaac H. Tawes and wife unto John H. Riggin by deed bearing date the twenty-second day of October, in the year nineteen hundred and eight, and recorded among said Land Records in Liber S. F. D. No. 49 folio 525 etc, and except also so much thereof as has been conveyed by the said Isaac H. Tawes and wife and the said Lee Roy Carson and wife unto the Standard Oil Company of New Jersey, a body corporate, by deed bearing date the third day of May, in the year nineteenhundred and twenty-two, and recorded among said Land Records in Liber W. J. S. No. 85 folio 510 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 Ten Thousand Dollars ($10,000), all of which has been paid in cash.

And your attorneynprays 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 30th day of November, nineteen hundred and thirty-six, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford attorney named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex-parte,	)	
Trust created by mortgage from	)	No. 4948 Chancery.
Lee Roy Carson and Ruth Carson,	)	In the Circuit Court
his wife, to the "Bank of Cris-	)	for Somerset County.
field", a body corporate.	)	
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 20th day of November, nineteen hundred and thirty-six, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, attorney named in a mortgage from Lee Roy Carson and Ruth Carson, 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 28th day of December next; provided a copy of this order be published in some newspaper published in Somerset County, Maryland, once in each of three successive weeksbefore the 26th day of December next.

The report states the amount of sales to be $10,000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the thirtieth day of December, in the year nineteen hundred and 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:

Clarence P. Lankford, Ex-parte,	)	
Trust created by mortgage from	)	No. 4948 Chancery
Lee Roy Carson and Ruth Carson,	)	In the Circuit Court for
his wife, to the "Bank of Cris-	)	Somerset County.
field", a body corporate	)	
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 30th day of December, nineteen hundred and thirty-six, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Lee Roy Carson and Ruth Carson, 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 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.

Harry C. Dashiell, Assignee, Ex parte Trust created under power in a mortgage from William Raymond Wilson and Sue Wilson, his wife, to the Home Owners Loan Corporation, a body corporate, assigned to Harry C. Dashiell for collection and foreclosure	Be it remembered that heretofore, to wit, on the fifteenth day of October, nineteen hundred and thirty-six, 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 Home Owners'

Loan Corporation by William Raymond Wilson and Sue Wilson, his wife, of said county and state, which said original is in the words following, to wit:

THIS MORTGAGE, Made this nineteenth day of December, 1934, by and between William Raymond Wilson and Sue Wilson, his wife, of Princess Anne, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of four thousand four hundred & 00/100 dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of four thousand four hundred & 00/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $34.79 account from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent; and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot of land in West Princess Anne Election District, Somerset County, Maryland, on the west side of the State Road leading from Princess Anne to Loretto and on the south side of Pine Street in the community known as Somerset Heights, adjoining the lands of S. Hattie White and others, which is laid down and accurately described as Lot No. 4 on Block B on the plat made by M. H. Adams, filed and recorded among the land records of Somerset County, in Liber S. F. D. No. 60, folio 438.

Being the same land which was conveyed from Guy I. Lawton and Violet C. Lawton, his wife, unto said William Raymond Wilson and Sue Wilson, his wife, by deed dated February 26, 1923, and recorded in Somerset County Land Record Liber W. J. S. No. 86, folio 591.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns(either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed, that until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, comply with and abide by each and every the stipulations, agreement, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation hereincontained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time, for the payment of said debt fiven by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should beinstituted or any junior lien of any kind should be enforced, the Mortgagee amy at its option immediately declare this mortgage and the note which the same secured, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz:, upon giving twenty days' notice of the time, place,manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction inthe state of Maryland; secondly, to the payment of all claims of the

Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jursidiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale maye be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

TEST: Eunice Pilchard. William Raymond Wilson (SEAL)
Sue Wilson (SEAL)

STATE OF MARYLAND SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of December, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared William Raymond Wilson and Sue Wilson, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Harry C. Dashiell, Agent of said Mortgagee, and made oath that the consideration set froth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Seal of Notary — Eunice Pilchard, Notary Public.
My commission expires the 6th day of May, 1935.

Received for Record December 19th, 1934, and recorded in Liber J. M. T. No. 109, folio 51, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For value received, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell for the purpose of collection and foreclosure.

As witness the seal of said corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 9th day of October, 1936.

Witness: Esther Reamer — Chas. B. Lyddane, Regional Treasurer — Corporate Seal

Filed for Record October 15th, 1936, and recorded in Liber J. M. T. No. 109, folio 51.

Test: J. Millard Tawes, Clerk.

The bill obligatory referred to in the foregoing Mortgage is in the words following, to wit:

SECURED BY MORTGAGE

$4400.00 Princess Anne, Maryland

December 19, 1934.

For value received I, or we, promise to pay to the order of HOME OWNERS LOAN CORPORATION at its office in Washington, D. C., the sum of $4400.00, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $34.79 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default inpayment of this note, and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and, I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of each party.

William Raymond Wilson (SEAL)
Princess Anne, Maryland.
Sue Wilson (SEAL)
Princess Anne, Maryland.

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 Amercian Surety Company of New York, a body corporate duly incorporated under the Laws of the State of New York, surety, 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 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 7th day of November, nineteen hundred and thirty six.

WHEREAS the above bounde, Harry C. Dashiell, by virtue of the power contained in a mortgage from William Raymond Wilson and Sue Wilson, his wife, to the Home Owners Loan Corporation, a corporation, dated the nineteenth day of December, nineteen hundred and thirty-four, and

recorded among the Land Records of Somerset County, State of Maryland, in Liber J. M. T. No. 109 folio 51 etc., and which said mortgage was assigned by the Home Owners Loan Corporation, a corporation, to the said Harry C. Dashiell, on the _____ day of October, nineteen hundred and thirty-six, 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 performthe trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity relating to the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF the above bounden, Harry C. Dashiell, has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its attorney-in-face and its corporate seal to be affixed therefto the day abd year above written.

Test: Harry C. Dashiell (SEAL)

J. Earl Morris. CORPORATE SEAL

AMERICAN SURETY COMPANY OF NEW YORK,
By, Harry C. Dashiell,
Attorney-in-Fact

Which said bond was thus thereon endorsed, to wit:

This bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twelfth day of November, in the year nineteen hundred and thirty-six, the said assignee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, and 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 William Raymond Wilson and Sue Wilson, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure.	No. 4933 Chancery In the Circuit Court for Somerset County, In Equity.

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 William Raymond Wilson and Sue Wilson, his wife, to the Home Owners Loan Corporation, a corporation, dated the nineteenth day of December, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 109 folio 51 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 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 the said Court, or 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 weekly newspaper published in said Somerset County, once a week for three successive

weeks before the day of sale, and by hand bills posted at the Court House door, in Princess Anne, in said County, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said Somerset County, State of Maryland, on Tuesday the tenth day of November, nineteen hundred and thirty six, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate as follows:

Your Assignee offered for sale all that lot of land in West Princess Anne Election District, in said Somerset County, State of Maryland, on the west side of the State Road leading from Princess Anne towards Salisbury, and on the south side of Pine Street, in the community known as Somerset Heights, adjoining the lands of S. Hattie White and others, which is laid down and accurately described as Lot No. 4 in Block B on the plat made by Morris H. Adams, surveyor, filed and recorded among the Land Records of Somerset County in Liber S. F. D. No. 60 folio 438; and being the same land which was conveyed unto the said William Raymond Wilson and Sue Wilson, his wife, by Guy I. Lawton and wife, by deed dated the twenty-sixth day of February, nineteen hundred and twenty three, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 86 folio 591 etc., This property is improved by a frame bungalow.

And your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of THREE THOUSAND EIGHT HUNDRED DOLLARS ($3800.00), and the said purchaser has complied with the terms of said sale to the satisfaction of said Assignee.

All of which is reprectfully submitted,

Harry C. Dashiell, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of November, nineteen hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

Seal of Notary — Eunice Pilchard, Notary Public.

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 William Raymond Wilson and Sue Wilson, his wife, to the Home Owners Loan Corporation, and assigned by the Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)))))))	No. 4933 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of December, nineteen hundred and thirty six; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 12 day of December, nineteen hundred and thirty six.

The report states the amount of sales to be $3800.00.

J. Millard Tawes, Clerk.

And now at this day to wit, the thirtieth day of December, 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 Wm. Raymond	)	No. 4933 Chancery
Wilson and Sue Wilson his wife, to Home	)	In the Circuit Court for
Owners Loan Corporation, and assigned etc.	)	Somerset County, in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 30th day of December, nineteen hundred and thirty six, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause.

And it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the within mentioned 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 Jarvis, Clerk.

"""

In the matter of the tax sale of real estate	)	Be it remembered that heretofore, to
in Brinkley's Election District, Somerset	)	wit, on the twelfth day of August,
County, Maryland, assessed to Alfred Smith	)	nineteen hundred and thirty-six, a
for the years 1930, 1931 and 1932, made and	)	certain Carlos Bozman, Collector of
reported by Carlos Bozman, County Treasurer	)	state and County taxes for Brinkley's
and Collector of state and county taxes for	)	Collection District of Somerset County
said Somerset County.	)	for the years 1930, 1931 and 1932, by
The County Commissioners of Somerset County,	)	L. Creston Beauchamp, solicitor, ex-
Maryland, Purchaser.	)	hibited 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 Brinkley's Election District, Somerset	)	
County, Maryland, assessed to Alfred Smith	)	
for the years 1930, 1931 and 1932, made and	)	No. 4890 Chancery
reported by Carlos Bozman, County Treasurer	)	In the Circuit Court for
and Collector of state and county taxes for	)	Somerset County, Maryland.
said Somerset County.	)	
The County Commissioners of Somerset County,	)	
Maryland, Purchaser.	)	
	)	

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 30th of June, 1930, the County Commissioners of said Somerset County made an

annual levy of state and county taxes uppn the taxable property in said county, and that sixty days after said levy Harry T. Phoebus, then Treasurer of said county, in the performance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Alfred Smith, in Brinkley's Election District, Somerset County, Maryland, the sum of two dollars and nineteen cents state taxes, and fourteen dollars and forty-four cents county taxes, and that said taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry E. Muir, then 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 E. Muir, then 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, said taxes would be collected by process of law;

That on the 29th of June, 1931, the said 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 E. Muir, then Treasurer and Collector as aforesaid, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 couhty, with the names of the owners arranged according to election districts and alphabetically for every 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 Commissioners did levy upon the property assessed to Alfred Smith, in Brinkley's Election District, Somerset County, Maryland, the sum of two dollars and nineteen cents state taxes, and fifteen dollars and thirty-one cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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 instituion, 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 addrews 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 levy, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of of the assessment list for said county in books supplied by said 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 Alfred Smith, in Brinkley's Election District, Somerset County, Maryland, the sum of two dollars and nineteen cents state taxes, and fourteen dollars and no cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, said taxes would be collected by process of law;

That said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears, constituted a lien upon the real estate of the said Alfred Smith, in Brinkley's Election District, said Somerset County, and I, the said Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset 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 Eastern Shore Republican, a newspaper published in said Somerset County, once a weeks 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 Carlos Bozman, County Treasurer and Collector, in pursuance of said notice and advertisement, did, on Wednesday, July 3d, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to the said Alfred Smith, in Brinkley's Election District, Somerset County, Maryland, described as follows:

No. 136. All that lot and improvements in Brinkley's Election District, Somerset County, Maryland, containing ½ acre, more or less, adjoining the lands of Irma Smith, E. E. Bell and E. E. Smith, and assessed to Alfred Smith for 1927, 1928, 1929, 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of one hundred and forty-four dollars and fifty-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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder, to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of August, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 of sale are tue as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

R. Mark White, J. P.

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

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 Wednesday, July 3d, 1935, 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 Brinkley's 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 costs.

No. 136. All that lot and improvements in said district, county and state, containing ½ acre, more or less, adjoining the lands of Irma Bell, E. E. Bell and E. E. Smith, and assessed to Alfred Smith for 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Alfred Smith for 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of State and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	)	No. 4890 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on July 3d, 1935, of land in Brinkley's Election District, Somerset County, Maryland, adjoining

the lands of Irma Smith, E. E. Bell and E. E. Smith and containing ½ acre, more or less, assessed to Alfred Smith for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and forty-four dollars and fifty-seven 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 12th day of August, 1936, 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 21st day of September, 1936, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 21st day of October, 1936, to show cause, if any they have, why said sale shall not be ratified and confirmed.

The repost states the amount of sale to be $144.57.

James M. Crockett, Judge.

And now at this day to wit, on the thirteenth day of November, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said Collector by his solicitor aforesaid, 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 Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 13th day of November, 1936, 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 Jawes, Clerk.

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September, 1933.

State of Maryland, Somerset County, to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said county, on the first Monday in September, being the fourth 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, Assoc. Judge.
Wm. H. Dryden, Esq., Sheriff. _____, Clerk.

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to John W. Stewart for the years 1929 and 1930 and reported by Harry E. Muir, County Treasurer and Collector of State and County taxes for said Somerset County. George W. Page, received for the Peoples Bank of Somerset County, Purchaser ex parte.	Be it remembered that heretofore, to wit, on the twentieth day of September, nineteen hundred and thirty-two, a certain Harry E. Muir, Collector of state and county taxes for the years 1929 and 1930, by George H. Myers, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed,

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to John W. Stewart for the years 1929 and 1930 and reported by Harry E. Muir, County Treasurer and Collector of State and County taxes for said Somerset County. George W. Page, Receiver for the Peoples Bank of Somerset County, Purchaser ex parte.	No. 4439 Chancery In the 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 twenty-ninth day of June in the year nineteen hundred and twenty-nine, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property in said County, and that sixty days after said levy, Harry T. Phoebus, then Treasurer of Somerset County, in pursuance of his duties as Clerk to the County Commissioners of said Somerset County, made a true copy of the assessment list for said county, in books supplied by said County Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons, or corporate institution, as the same appears on the assessment books of said County, with the names of said owners arranged according to election districts and alphabetically for every district, and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to John W. Stewart, in East Princess Anne Election District, County and State aforesaid, the sum of six dollars and forty-eight cents County taxes, and ninety cents state taxes, and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty.

That in the month of August nineteen hundred and twenty-nine, Harry T. Phoebus, then Treasurer and Collector aforesaid for said year, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, in the "Marylander and Herald" published in Princess Anne, Maryland, and inthe "Eastern Shore Republican" published in Princess Anne, Maryland, in said County, and Harry T. Phoebus, then County Treasurer and Collector aforesaid, prepared the tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or Post Office address was known 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 thirtieth day of June, in the year nineteen hundred and thirty, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property insaid County, and that sixty days after said levy, Harry T. Phoebus, then Treasurer of Somerset County, in pursuance of his duties as Clerk to the County Commissioners for said Somerset County, made a true copy of the assessment list for said County, in books supplied by said County Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appears on the assessment books of said County, with the names of said owners arranged according to election districts, and alphabetically for every district, and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to John W. Stewart in East Princess Anne Election District, County and State aforesaid, the sum of five dollars and seventy-eight cents County taxes, and the sum of eighty-eight cents State taxes, and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty-one.

That in the month of August, nineteen hundred and thirty, the said Harry T. Phoebus, then Treasurer and Collector aforesaid for said year, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, in the "Marylander and Herals" published in Princess Anne, and inthe "Eastern Shore Republican" published in Princess Anne in said County, and Harry T. Phoebus, then County Treasurer and Collector aforesaid, prepared the tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or Post Office address was known as ascertained by 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 said State and County taxes for the said years 1929 and 1930 being still due and in arrears, constituted a lien upon the real estate of the said John W. Stewart, in East Princess Anne Election District, in said Somerset County, and I, the said Harry E. Muir, Treasurer and Collector aforesaid 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 said real estate not

being capable of division in my judgement, did advertise the whole of said real estate in the "Eastern Shore Republican" a newspaper published in said Somerset Co nty, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door in Princess Anne in said County, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Harry E. Muir, County Treasurer and Collector aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, the thirteenth day of September, nineteen hundred and thirty-two, at about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that parcel of land being the real estate assessed to the said John W. Stewart, in East Princess Anne Election District, for said years, described as follows:

"All that lot in said district, county and state, containing 10 acres more or less, and improvements, adjoining the lands of Sam Bowland, James Bowland and Robert Hall and assessed to John W. Stewart for 1929 and 1930 and being the same and all of the land which was conveyed to John W. Stewart by George Milbourne and wife by deed dated the second day of June, nineteen hundred and twenty-three and duly of record".

And sold the same to George W. Page, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder thereof, at and for the sum of forty dollars and twenty-eight cents, which he has fully paid and copy of said advertisement is herewith filed as part of this report, marked "Exhibit A".

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

Harry E. Muir.
County Treasurer and Collector of State
and County taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 17th day of September, nineteen hundred and thirty-two, 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 stated to the best of hisknowledge and belief, and that the sale therein reported was fairly made.

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

Seal of Notary — Gertrude H. Bozman, Notary Public.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, by the provision of the General Assembly of Maryland, I hereby give notice that on Tuesday, September the thirteenth, nineteen hundred and thirty-two, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction, for cash, all the lots or parcels of land in East Princess Anne Election District, Somerset County, Maryland, hereinafter severally mentioned and described to pay and satisfy the State and County taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said year, together with the interest and costs:

92. All that lot in said district, county and state, containing 10 acres more or less, and improvements, adjoining the lands of Sam Bowland, James Bowland and Robert Hall, and

assessed to John W. Stewart 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 East Princess Anne Election District, in Somerset County, Maryland, assessed to John W. Stewart for the years 1929 and 1930 and reported by Harry E. Muir, County Treasurer and Collector of State and County taxes for said Somerset County. George W. Page, Receiver for the Peoples Bank of Somerset County, Purchaser ex parte.	No. 4439 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and aforegoing report of the proceedings of Harry E. Muir, Treasurer of Somerset County and Collector of State and County taxes for said State of Maryland, and for said Somerset County respectively, relating to the sale on September thirteenth, nineteen hundred and thirty-two of said land in East Princess Anne Election District, adjoining the lands of Sam Bowland, James Bowland and Robert Hall, containing ten acres, more or less, and being the same and all of the land which was conveyed to John W. Stewart by George Milbourn and wife by deed dated the second day of June, nineteen hundred and twenty-three and duly of record, and assessed to the said John W. Stewart for the years 1929 and 1930, made to George W. Page, Receiver for the Peoples Bank of Somerset County, at and for the sum of forty dollars and twenty-eight cents ($40.28) 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 having been complied with.

It is thereupon this 19th day of September, nineteen hundred and thirty-two, by the Circuit Court for Somerset County, in Equity, ordered that notice be given in the Somerset News, a newspaper published in said Somerset County, once in each of three successive weeks before the 19th day of October, nineteen hundred and thirty-two, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 21st day of November, nineteen hundred and thirty-two, 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 forty dollars and twenty-eight cents ($40.28).

Joseph L. Bailey, Judge.

And now at this day to wit, on the eighteenth day of October, nineteen hundred and thirty-three, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said collector by his solicitor aforesaid, the Court here passed the following order, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, in Somerset County, Maryland, assessed to John W. Stewart for the years 1929 and 1930, and reported by Harry E. Muir, County Treasurer and Collector of State and County taxes for said Somerset County. George W. Page, Reciever for the Peoples Bank of Somerset County, Purchaser ex parte.	No. 4439 Chancery In the Circuit Court for Somerset County, Maryland.

In the above titled cause it appearing that notice has been given by publication of the Order Nisi heretofore passed in this cause, in the "Somerset News", a weekly newspaper, published in said Somerset County, according to the terms of said Order Nisi, and no objection having been made to the said sale and no cause to the contrary having been shown, it is hereby ORDERED this 18th dayof October, nineteen hundred and thirty-three, by the Circuit Court for Somerset County, in Equity, that the aforegoing report and the sale therein reported be and the same are hereby finally ratified and confirmed.

Joseph L. Bailey, Judge.

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

Per: J. Millard Jones, 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-seven.

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

Wm. H. Dryden, Esq., Sheriff

J. Millard Tawes, Clerk.

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

George E. Boone vs. Annie Lawson Milligan, Trustee, Ruby Roach Hall, Anna Elizabeth Hall, The Bank of Crisfield, a body corporate, and the Marine Bank of Crisfield, a body corporate and the Farmers Bank of Somerset County, a body corporate	Be it remembered that heretofore, to wit, on the thirteenth day of September, nineteen hundred and thirty-three, a certain George E. Boone by Harry C. Dashiell and Wailes & Robins, his solicitors, exhibited and filed in the Circuit Court here a bill of complaint against Annie Lawson Milligan, Trustee, Ruby Roach Hall, Anna Elizabeth Hall, The Bank of Crisfield, a body corporate, the Marine Bank of Crisfield, a body corporate and the Farmers Bank of Somerset County, a body corporate, which said bill of complaint is in the words following, to wit:

George E. Boone vs. Annie Lawson Milligan, Trustee, Ruby Roach Hall, Anna Elizabeth Hall, The Bank of Crisfield, a body corporate, the Marine Bank of Crisfield, a body corporate, and the Farmers Bank of Somerset County, a body corporate	No. 4511 Chancery In the Circuit Court for Somerset County, in Equity.

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

The Bill of Complaint of George E. Boone, the Plaintiff in the above entitled cause, respectively represents,

First: That a certain Elizabeth Lawson Roach, late of the City of Philadelphia, and State of Pennsylvania, deceased, was in her life time and at the time of her death, seized and possessed, in fee simple, of an undivided one-half interest in and to the hereinafter described lots or parcels of land in the Town of Crisfield, in Somerset County and State of Maryland;that being so seized and possessed, the said Elizabeth Lawson Roach, departed this life onor about the seventh day of June, in the year nineteen hundred and fourteen, in the City of Philadelphia, State of Pennsylvania, leaving a last Will and Testament which was duly admitted to probate in the County of Philadelphia, in the State of Pennsylvania, and a duly authenticated copy thereof recorded among the records of the Orphans Court for Somerset County, in the State of Maryland, a certified copy of which said last will and testament is herewith filed, marked Exhibit "A".

Second: That by and under the eleventh clause of said last will and testament, all the rest residue and remainder of the said Testatrix's estate, including her undivided one-half interest in and to the hereinafter described real estate, located in the Town of Crisfield, as aforesaid, was devised by the said testatrix, Elizabeth Lawson Roach, to her sister, Annie Lawson Milligan, in trust to pay the income therefrom to Ruby Roach Hall, youngest daughter of the Testatrix, for and during the term of her natural life, and at her death the principal of said estate to be divided equally among Lillian Roach Egleston, William Lawson Roach, and

Anna Elizabeth Hall, their heirs and assigns, forever.

Third: That the defendant, Annie Lawson Milligan, is an adult above the age of twenty-one and that the defendant, Anna Elizabeth Hall, is a minor under the age of twenty-one years, and that both of said defendants are non-residents of the State of Maryland, and reside in the City of Philadelphia, and State of Pennsylvania, that the said defendant, Ruby Roach Hall, is an adult, but is non compos mentis and is now an inmate of the Eastern Shore Hospital for the insane at Cambridge, in Dorchester County, Maryland.

Fourth: That, except for the life estate of Ruby Roach Hall, as created by the last will and testament as aforesaid, and the undivided one-sixth interest in remainder of the said Anna Elizabeth Hall in the estate of the said Elizabeth Lawson Roach as aforesaid, your orator, is seized in fee simple, of all the remaining undivided interest and estate in and to the said lots or parcels of land hereinafter more particularly described and designated, which said title your orator acquired by deed from Levin H. Hall, dated March 7th, nineteen hundred and thirty, and recorded among the Land Records of said Somerset County, in Liber J. M. T. No. 100, folio 248, and at a sale made by Luther Daugherty, Sheriff of said Somerset County, on Tuesday August 29th, nineteen hundred and thirty-three.

Fifth: That the said lots or parcels of land so owned as hereinbefore set forth by the parties to this deed are further designated as follows:

On the North side of the town of Crisfield, as laid down in a deed of Partition by and between Hance Lawson and others recorded among the Land Records of said County, in Liber H. F. L. No. 1, folio 130 etc., and being:

Lots Two, Three, Four, in Block 9; Lots 1, 4 in Block 13, Lots 3,4, in Block 16, Lots 1, 4 & 5, in Block 20, Lots 2,3,4 in Block 23, Lots 1,4, & 6, in Block 27, Lots 2,3,4, in Block 29, Lots 1,4, in Block 33, Lots 2,3 & 4, in Block 35, Lots 1,4,5, in Block 39, Lots 2,3,4, in Block 41, Lots 1,4, and 6 in Block 45, Lots 2,3,4, in Block 47, Lots 1 & 4, in Block 51, Lots 2,3,4, in Block 53, Lots 1,4,5, in Block 57, Lots 2,3,4, in Block 59, Lots 1,4,6, in Block 63, Lots 2,3,4, in Block 65, Lots 1 and 4 in Block 69, Lots 2,3, and 4, in Block 71, Lots 1,4,5, in Block 75, Lots 2,3,4, in Block 77, Lots 1 and 4, in Block 81, Lots 1 and 4, in Block 86, Lots 1,4,5, in Block 91, Lots 1,4,5, in Block 96, Lots 1 and 4 in Block 101, Lots 1 and 4 in block 106, lots 1 and 4 in Block 110, lots 1 and 4 in Block 114, lots 1 and 4 in Block 118, lots one and four in Block 122, and lots one in blocks 125, 128, 131, 134, 137, 139, 141, 143 and 144; and on the South side of the Town of Crisfield, and laid down in a Deed of Parititon by and between the said Hance Lawson, and others, recorded among the Land Records aforesaid in Liber H. F. L. No. 1, folio 50 etc., and being Lot 14 in Block 3, Lot 12 in Block 4, Lots 6 and 8 in Block 8, Lots one and five in Block nine, lots three in Block Twelve, lots six and eight in block thirteen, lots one and five in Block fourteen, lots three and seven in block seventeen, lots six and eight in block eighteen, lot one in block nineteen,lots three and seven in block twenty-two, lots six and eight in block twenty-three, lots one in block twenty-four, lots three and seven, in block twenty-five, lots six and eight in block twenty-six, lots one in block twenty-seven, lots two and six in block twenty-eight, lots six and eight in block twenty-nine, lots one in block thirty, lot four in block thirty-one, lots one six and eight in block thirty-two, lots one in block thirty-three, lots three and seven in block thirty-four, lots one, six, eight, nine, fourteen, sixteen in block thirty-five, and lots one, five, six and ten in block thirty-six.

Sixth: That the Bank of Crisfield, a body corporate, has recovered two judgments, against the plaintiff herein, the said George E. Boone, one dated April the 21st, nineteen hundred and thirty-one, for the sum of four hundred dollars, collection fee of forty dollars, and seven dollars costs, and the other judgment dated June 23rd, nineteen hundred and thirty-one, for the sum of six hundred dollars, together with sixty dollars collection fee and seven dollars

costs, and the Marine Bank of Crisfield, a body corporate, has recovered a judgment against the said Plaintiff, dated January the 11th, nineteen hundred and thirty-two, for the sum of five hundred and eighty-five dollars, together with fifty-eight dollars and fifty cents collection fee and seven dollars costs, and all of said judgments bearing interest from their respective dates, and which said judgments are liens on the interest of the said plaintiff in the real estate above mentioned and described.

Seventh: That the said Levin H. Hall, acquired said real estate by deed dated September 12th, nineteen hundred and twenty-nine, and recorded among the Land Records of said Somerset County, in Liber G. W. L. No. 99, folio 471, from Annie Milligan, Lillian Egelston, and Harry Egelston, her husband and William L. Roach, and Mary I. Roach, his wife, and that the defendant, The Farmers Bank of Somerset County, recovered a judgment against the said Levin H. Hall, which is now a lien against the interest so acquired by the said Hall from the said Lillian Roach Egelston, and William L. Roach, in the above described real estate.

The said judgment is 104 Appearances, January Term, nineteen hundred and twenty-four, dated April 8th, nineteen hundred and twenty-four, for the sum of one hundred and fifty dollars collection fee of fifteen dollars and costs of seven dollars.

Eighth: That the said real estate is not susceptible of partition or division among the parties entitled to the interest therein, without material loss and injury to said parties and that in order to make a division of said interests, it would be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their several interests, but your orator is unable to obtain adequate relief or make sale of said real estate without the aid of this Court.

To the end therefor,

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

B. That the proceeds of said sale may be distributed between your orator, subject to the judgments aforesaid, and the said Annie Lawson Milligan, Trustee as aforesaid, or such other person as may succeed the said Annie Lawson Milligan in said trust.

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

May it please your Honor, to grant unto your orator the Writ of Subpoena directed to the said defendant, Ruby Roach Hall, an adult, whose is a non compos mentis and is an inmate of the Eastern Shore Hospital for the insane at Cambridge, in Dorchester County and State of Maryland, and to the Bank of Crisfield, a body corporate, and to the Marine Bank of Crisfield, a body corporate, and to the Farmers Bank of Somerset County, a body corporate, commanding each of the said defendants 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 be passed as prayed; and an order of publication giving notice to the said Annie Lawson Milligan Trustee, an adult, and to the said Anna Elizabeth Hall, an infant, both residing the City of Philadelphia, and State of Pennsylvania, who are non-residents o f the State of Maryland, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Harry C. Dashiell
Wailes & Robins
Solicitor for Complainant.

And thereupon in purusance of the prayer of the foregoing bill of complaint, and by order of Court, the following order of publication was filed, to wit:

January, 1936.

George E. Boone	)	
vs	)	No. 4511 Chancery
Annie Lawson Milligan, Trustee, Ruby Roach Hall, Anna Elizabeth Hall, The Bank of Crisfield, a body corporate, the Marine Bank of Crisfield, a body corporate and the Farmers Bank of Somerset, a body corporate	)	In the Circuit Court for Somerset County.
	)	In Equity.

The object of this suit is to procure a decree for the sale of certain marsh lots and waters lots lying and being on both the North side and the South side of the Town of Crisfield, in Crisfield Election District, in Somerset County, in the State of Maryland.

The Bills states, that; Elizabeth Lawson Roach, late of the City of Philadelphia, State of Pennsylvania, was in her lifetime and at the time of her death seized and possessed in fee simple of an undivided one-half interest in and to the hereinafter described lots or parcels of land in the Town of Crisfield, Somerset County, Maryland; that being so seized, the said Elizabeth Lawson Roach, departed this life in the year nineteen hundred and fourteen, leaving a last will and testament, which was duly admitted to probate and a certified copy of which is filed in this cause; that by the eleventh clause of said last will all the rest and residue of the testatrix's estate including her undivided one-half interest in and to the hereinafter described real estate was devised to her sister, Annie Lawson Milligan, in trust to pay the income therefor to Ruby Roach Hall, youngest daughter of the Testatrix for and during the term of her natural life and at her death, the principal of said estate to be divided equally between Lillian Roach Egleston, William Lawson Roach and Anna Elizabeth Hall, their heirs and assigns forever; that the defendant Annie Lawson Milligan is an adult and that the defendant, Anna Elizabeth Hall, is a minor under the age of twenty-one years, and that both of said defendants are non-residents of the State of Maryland, and reside in Philadelphia, State of Pennsylvania; that the defendants, Ruby Roach Hall, is an adult but is non compos mentis and is now inmate of the Eastern Shore Hospital for the Insane at Cambridge, Maryland; that, except for the life estate of Ruby Roach Hall, as created by the last will and testament aforesaid and the undivided one-sixth interest in remainder of the said Anna Elizabeth Hall in the estate of the said Elizabeth Lawson Roach aforesaid, your orator is seized, in fee simple, of all the remaining undivided interest in and to the said lots or parcels of land hereinafter described, title to which your orator acquired by deed from Levin H. Hall, dated March 7th, nineteen hundred and thirty, and recorded among the Land Records of said Somerset County, in Liber J. M. T. No. 100, folio 248, and at a sale made by Luther Daugherty, Sheriff of said Somerset County, on Tuesday August 29th, nineteen hundred and thirty-three, that the lots and parcels of land so owned by the parties to this suit, are as follows: On the North side of the Town of Crisfield as laid down in a deed of partititon by and between Hance Lawson and others, recorded among the land records of Somerset County, in Liber H. F. L. No. 1, folio 130 etc.,and being; Lots Two, Three, Four in Block 9, Lots 1, 4, in Block 13, Lots three, four in Block sixteen, lots one, four and five in Block twenty, Lots two, three and four in Block twenty-three, Lots one, four and six in Block twenty-seven, lots two, three, four in Block twenty-nine, lots one, four in Block thirty-three, lots two, three and four in Block thirty-five, lots one, four and five in Block thirty-nine, lots two, three and four in Block forty-one, lots one, four and six in Block forty-five, lots two, three and four in Block forty-seven, lots one and four in Block fifty-one, lots two, three and four in Block fifty-three, lots one, four and five in Block fifty-seven, lots two, three and four in Block fifty-nine, lots one, four and six in Block sixty-three, lots two, three and four in Block sixty-five, lots one and four in Block sixty-nine, lots two, three and four in Block seventy-one, lots one, four and five in block seventy-five, lots two, three and four in Block seventy-seven, lots one and

four in Block eighty-one, lots one and four in Block eighty-six, lots one, four and five in Block ninety-one, lots one, four and five in Block ninety-six, lots one and four in Block one hundred and one, lots one and four in block one hundred and six, lots one and four in Block one hundred and ten, lots one and four in Block one hundred and fourteen, lots one and four in Block one hundred and eighteen, lots one and four in Block one hundred and twenty-two, and lots one in blocks, one hundred and twenty-five, one hundred and twenty-eight, one hundred and thirty-one, one hundred and thirty-four, one hundred and thirty-seven, one hundred and thirty-nine, one hundred and forty-one, one hundred and forty-three, and one hundred and forty-four, and on the South side of the Town of Crisfield, and laid down in a deed of Partition by and between the said Hance Lawson and others, recorded among the Land Records aforesaid in Liber H. F. L. No. 1, folio 50 etc., and being lot fourteen in block three, lot twelve in block four, lots six and eight in block eight, lots one and five in block nine, lot three in block twelve, lots six and eight in block thirteen, lots one and five in block fourteen, lots three and seven in block seventeen, lots six and eight in block eighteen, lot one in block nineteen, lots three and seven in block twenty-two, lots six and eight in block twenty-three, lot one in block twenty-four, lots three and seven in block twenty-five, lots six and eight in block twenty-six, lot one in block twenty-seven, lots two and six in block twenty-eight, lots six and eight in block twenty-nine, lot one in block thirty, lot four in block thirty-one, lots one six and eight in block thirty-two, lots one in block thirty-three, lots three and seven in block thirty-four, lots one, six, eight, nine, fourteen, sixteen in block thirty-five, and lots one, five, six and ten in block thirty-six; that the Bank of Crisfield, a corporation, has recovered two judgments against the Plaintiff herein, one dated April 21st, nineteen hundred and thirty-one, for the sum of $400.00, Collection Fee and costs, and the other dated June 23rd, 1931, for $600.00, Collection Fee and costs, that the Marine Bank of Crisfield, a corporation, has recovered a judgment against the plaintiff, dated January 11th, 1932, for $585.00, Collection Fee and costs, and all of the said judgment being liens against the interest of the plaintiff in the aforesaid real estate; that the said Levin H. Hall, acquired the interest now owned by the plaintiff in said real estate by deed dated September 12th, 1929, recorded among said Land Records in Liber G. W. L. No. 99, folio 471, from Annie Milligan, Lillian Egleston, and Harry Egleston, her husband, and William L. Roach and Mary I. Roach, his wife, and that the said defendant, the Farmers Bank of Somerset County, recovered a judgment against the said Levin H. Hall, which is now a lien against the interest so acquired by the said Hall from the said Lillian Egleston and William L. Roach; that the said judgment of the Farmers Bank in dated April 8th, 1924, for the sum of $150.00 Collection fee and costs, that the said real estate is not susceptible of partition among the parties entitled to the interests therein and that in order to make a division of said interests it will be necessary that the real estate be sold and the proceeds thereof divided among the parties according to their several interests.

It is thereupon this 13th day of September, 1933, Ordered by the Circuit Court for Somerset County, in Equity, that the Plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Somerset County, once in each of four successive weeks before the 18th day of October, 1933, give notice to the absent defendants of the object and substance of this Bill, warning them to appear in this Court, in person or by solicitor, on or before the 4th day of November, 1933, to show cause, if any they have, why a Decree ought not to be passed as prayed.

J. Millard Tawes, Clerk.

January, 1936.

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

I, Elizabeth Lawson Roach, widow, of the City of Philadelphia, State of Pennsylvania, being of sound & disposing mind, memory & understanding, do hereby make publish & declare this my last will & testament, hereby revoking & making void all former wills by me heretofore made, in manner following; that is to say:

First: I direct my executors hereinafter named to pay all my just debts & furneral expenses as soon after my decease as may be convenient.

Second: I give and bequeath to my sister Mrs. Anna Lawson Milligan my silver comb; my pearl ring; my gold chain & locket and my cut glass smelling salt bottle.

Third. I give & bequeath to my daughter Mrs. Ruby Roach Hall my diamond daisy breast pin; my gold cuff buttons; my wedding ring; my gold glasses; my silver tea spoons; my carving set my silver knives; my silver butter dish; my sugar spoon & butter knife (my wedding presents.

Fourth. I give & bequeath to my daughter Mrs. Lillian Roach Eggleston, my diamond locket & chain; my large diamond braclet; my mothers plain gold ring; my carbing set (large); my silver tea spoons my silver forks, and my silver spoon holder.

Fifth: I give and bequeath to my son William Lawson Roach, my large Rose pearl ring; my husband's gold medal pin; my silver pitcher & silver spoons, engraved.

Sixth. I give & bequeath to my grand-daughter Anna Elizabeth Hall, my one large solitaire diamond ring; my small bracelet of three diamonds; my gold dollar stick-pin my mother gold glasses & my silver napkin ring marked "Lizzie"

Seventh: I give & bequeath to my grand-son Horace Eggleston his grandfather's gold watch with my double gold chain & my silver butter knife.

Eithth. I give & bequeath to my grand-daughter Violette Eggleston my cluster diamond ring & gold stick pin.

Ninth. I give & bequeath to my son-in-law Harry Eggleston my single gold chain.

Tenth. I give 7 bequeath to my friend E. Grace Satterlee-LaBarr, M. D., my pearl Torquoise dagger pin.

Eleventh. All the rest, residue & remainder of my estate, whether the same be real, personal or mixed, of whatsoever situate the same may be at the time of decease, including the money that I have standing at my credit in the Bank of Crisfield, Md. & also including my one-half interest in the real estate located in the said town of Crisfield, Maryland, I give, devise & bequeath to my said sister, Mrs. Anna Lawson Milligan, In trust, nevertheless, to pay the income therefrom to my youngest daughter, the said Mrs. Ruby Roach Hall, for & during the term of her natural life, & at her death the principal of my said estate to be divided equally among my oldest daughter, the said Mrs. Lillian Roach Eggleston, my said son, William Lawson Roach and my grand-daughter, the said Anna Elizabeth Hall, their heirs & assigns, forever.

Lastly. I nominate, constitute & appoint my said sister Mrs. Anna Lawson Milligan & my friend the said E. Grace Satterlee-LaBarr, M. D.,the executors & trustees of this my last will and testament.

In Witness Whereof, I have hereunto set my hand & seal this Fourth day of June A. D. 1914.

Elizabeth L. Roach Seal

Witnesses Present William J. Lawson 1416-18 So Penn Sq

Sue Shea 11 North 36th St

CITY AND COUNTY OF PHILADELPHIA. SS.

Register's Office, July 20, 1914

Them personally appeared William J. Lawson and Sue Shea the subscribing witnesses to the foregoing last will dated June 4, 1914 of Elizabeth L. Roach deceased, and on their solemn

oath did say that they were present and did see andhear Elizabeth L. Roach deceased, the Testatrix therein named, sign seal, publish and declare the same as and for her last will and testament and that at the doing thereof she was of sound disposing mind, memory and understanding, to the best of their knowledge and belief.

Sworn and subscribed before the 0 William J. Lawson
above date. 0 Sue Shea
H. C. Broomal, Deputy Register. 0

STATE OF PENNSYLVANIA, City and County of Philadelphia.

Be it remembered, that, on the Fourteenth day of September A. D. 1914, before me, James B. Sheehan, Register of Wills for the City and County aforesaid, after due proof and hearing had, according to the Laws of the said State, It is ordered and decreed, that the Last Will and Testament (dated June 4, 1941) of Elizabeth L. Roach late of said City and County, deceased, be duly admitted to probate and filed of record in the office of the Register of Wills of the said City and County. In testimony whereof, I have hereunto set my hand, the day and year above written.

James B. Sheehan, Register.

To the Register of Wills of Philadelphia County.

Sir: I. Mrs. Anna Milligan, of Crisfield, Somerset County, Maryland, being one of the Executrices mentioned in the will of Elizabeth L. Roach, late of Philadelphia County, being a non-resident of Philadelphia County, and unable to perform the duties as one of said Executrices, bere renounce all right to act as one of said Executrices to the estate of the said Elizabeth L. Roach, and I hereby respectfully request you to grant Letters Testamentary to E. Grace Satterlee-LaBarr, M. D. as sole Executrix of said estate.

In witness whereof, I have hereunto set my hand and seal this Nineteenth day of August, A. D. 1914. Mrs. Anna Milligan Seal

Witnesses present: Mariam Crockett Traves, Donna R. Jones.

On the 19th day of August, A. D. 1914, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, personally appeared the above named Mrs Anna Milligan, and in due form of law acknowledged the above Renunciation to be her act and deed and desired the same might be recorded as such.

Witness my hand and Notarial Seal the day and year aforesaid.

William D. Lindsay, Notary Public.
My Commission , March 25, 1917.

To James B. Sheehan, Esq., Register of Wills of Philadelphia.

In the matter of the probate of the)
Last Will and testament of) Petition.
Elizabeth L. Roach, deceased.)
_____)

The petition of E. Grace Satterlee LaBarr, respectfully represents:

That she is one of the Executrices named in the Last Will and Testament of Elizabeth L. Roach, dated the Fourth day of June, 1914; that the other of said executrices, to wit:

Mrs. Anna Milligan, having renounced in your petitioners favor, she the said petitioner, will thereby become the sole executrix of the estate of said decedent.

Your petitioner declares under oath that she has up to the present time received no moneys in connection with the estate of the said Elizabeth L. Roach, deceased; neither has she expended any money on behalf of said Estate.

Your petitioner makes this affidavit for the purpose of inducing the Register of Wills

of Philadelphia to grant Letters Testamentary unto her, upon said Estate.

E. Grace Satterlee-LaBarr

Sworn to and subscribed before me this 11th day of September, 1914

H. C. Broomal, Dept. Register.

City and County of Philadelphia, SS. Registers office, Sept. 14, 1914

I do swear that as the Executrix of the foregoing Last Will and Testament of Elizabeth L. Roach deceased, I will well and truly administer the goods and chattels, rights and credits of said deceased, according to law, and that I will diligently and faithfully regard and well and truly comply with the provisions of the law relating to collateral Inheritances. that the said Testatrix died on the 7th day of June A. D. 1914 at 12.30 o'clock P. M.

Sworn and subscribed before me the above date 0 E. Grace Satterlee-LaBarr
and letters testamentary granted unto her 0 551 N. 56th St.
H. C. Broomall, Deputy Register. 0

COMMONWEALTH OF PENNSYLVANIA
SS.
CITY AND COUNTY OF PHILADELPHIA LETTERS TESTAMENTARY
SEAL

By the tenor of these presents, I, James B. Sheehan, Register for the probate of Wills and Granting Letters of Administration in and for the City and County of Philadelphia, in the Commonwealth of Pennsylvania.
Do make known to all men that on the 14th day of September A. D. 1914, at Philadelphia, before me, was proved and approved the last Will and Testament of Elizabeth L. Roach deceased (a true copy whereof is to these presents annexed), having whilst she lived at the time of her death, divers goods, chattels, rights and credits, within the said Commonwealth; by reason whereof the approbation and insinuation of said last Will and Testament, and the committing administration of all and singular the goods, chattels, rights and credits which were of the said deceased; and also the auditing the accounts, calculations and reckonings of said administration and absolute care of the same, to me are manifestly known to belong; and that administration of all and singular the Goods, Chattels, Rights and Credits of said deceased any way concerning her last Will and Testament, is committed to E. Grace Satterlee-LaBarr, Executrix in the said Testament named; she having first been duly Sworn well and truly to administer the Goods, Chattels, Rights and Credits of the deceased, and make a true and prefect inventory thereof and exhibit the same into the Registers Office of Philadelphia, on or before the 14th day of October next, and to render a just and true account, calculation and reckoning of the said administration, on or before the 14th dayof September one thousand nine hundred and fifteen (1915) or when thereunto legally required; and also to diligently and faithfully regard and well and truly comply with the provisions of the act relating to collateral Inheritance.

In Testimony whereof, I have hereunto set my hand and seal of office, at Philadelphia, this 14th day of September, in the year of our Lord one Thousand nine hundred and fourteen.

The said testatrix died on the seventh day of June, 1914, at 12.30 o'clock P. M., as per affidavit filed.

H. C. Broomall, Deputy Register.

Fee for Letters Testamentary		$10.50
"	Filing Renunciation	.50
"	Certificate 2	1.00
	Paid	$12.00

COMMONWEALTH OF PENNSYLVANIA
SS
CITY AND COUNTY OF PHILADELPHIA

Register's Office, Jine 21st, 1916.

I, James B. Sheehan, Register of Wills and ex-officio Clerk of the Orphans' Court for the City and County of Philadelphia, in the Commonwealth of Pennsylvania, do hereby certify the foregoing to be a full and complete copy of the last will and testament of Elizabeth L. Roach deceased, together with the proof of the probate thereof upon which Letters Testamentary were granted unto E. Grace Satterlee-LaBarr, on the 14th day of September A. D. 1914. Also copy of Renunciation and Copy of Letters Testamentary. I further certify that said last will was proved, probated and executed Agreeably to the laws and usages of the Commonwealth of Pennsylvania, as the same remains on file and of record inthis office.

In Testimony whereof, I have hereunto set my hand Official seal at Philadelphia the date above.

James H. Sheehan.
Register of Wills and ex-officio Clerk of the Orphans' Court.

STATE OF PENNSYLVANIA)
ss.
Philadelphia County,)

I, Morris Dallett, President Judge of the Orphans' Court of Philadelphia County, do certify, that the foregoing Certificate and Attestation, made by James B. Sheehan, Esq., Register of Wills and ex-officio Clerk of said Orphans' Court, whose name is thereto subscribed and seal of his office affixed, are in due form and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand, this 21st day of June in the year of our Lord one thousand nine hundred and sixteen (1916)

Morris Dallett (L. S.)
President Judge.

STATE OF PENNSYLVANIA,)
ss.
Philadelphia County,)

I, James B. Sheehan, Esq., Register of Wills and ex-officio Clerk of the Orphans' Court of Philadelphia County, do certify, that the Honorable Morris Dallett by whom the foregoing attestation was made, and who has thereunto subscribed his name, was at the time of making thereof, and still is President Judge of the Orphans' Court of Philadelphia County, duly commissioned and sworn; to all whose acts, as such, full faith and credit, are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, this 21st day of June in the year of our Lord one thousand nine hundred and sixteen (1916)

James B. Sheehan
Register of Wills, and ex-officio Clerk of Orphans' Court.

SEAL

The foregoing certified copy of the last will and testament of Elizabeth L. Roachlate of the City and County of Philadelphia, State of Pennsylvania, was filed for record in the Orphans Court for Somerset County on the 8th day of September and on the 12th day of September was ordered to be recorded. The Register of Wills having determined according to the best of his judgment that said Last Will and Testament was properly authenticated in the mode and by the proper officer authorized by the laws of the State of Pennsylvania.

Test Lafayette Ruark Reg. W. S. Co.

Filed for record September 8th, 1916, and recorded in Liber T. D. No. 21, Folios 477 &c.

Test Lafayette Ruark Reg. W. S. Co.

State of Maryland,
ss.
Somerset County,

I, Florence E. Dryden, Register of Wills and by law keeper of the Seal and of the Records and of the original Papers of the Orphans' Court of Somerset County, DO HEREBY CERTIFY that the foregoing is a true and full copy of the certified copy of the last Will and Testament of Elizabeth L. Roach late of the City and County of Philadelphia, State of Pennsylvania, taken from Liber T. D. No. 21 folio 477 etc.,the same being one of the Records kept in the office of the Register of Wills for Somerset County.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court, this eleventh day of September, in the year of our Lord, nineteen hundred and thirty-three.

SEAL

Florence E. Dryden,
Register of Wills for Somerset County

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

Maryland, Somerset County, to wit:

The State of Maryland,
To Bank of Crisfield, The Marine Bank of Crisfield, the Farmers Bank of Somerset County,of Somerset County, Greeting:

You are hereby commanded, that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in October, next to answer the complaint of George E. Boone 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 4th day of September Anno Domini 1933 ISSUED the 13th day of September Anno Domini 1933.

Per order: J. Millard Tawes, Clerk.

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

9/29/33 Summoned the Bank of Crisfield, by service on J. Coyne Sterling, Cashier, and the Marine Bank of Crisfield by service on Egbert L. Quinn, Cashier, and the Farmers Bank of Somerset County by service on Edwin Robinson, Cashier, and copy left.

Luther Daugherty, Sheriff.

Maryland, Somerset County, to wit:

The State of Maryland,
To Ruby Roach Hall, of Dorchester County, Greeting:
YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne, Town, on the first MONDAY in October next to answer the complaint of George E. Boone 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 4th day of September, Anno Domini 1933, ISSUED the 13th day of September Anno Domini 1933.

Per order: J. Millard Tawes, Clerk.

At which said first Monday in October, in the year nineteen huhdred and thirty-three, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitors, and the Sheriff of Dorchester County, Lee Bradshaw, to whom the writ aforesaid was, in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following, to wit:

The said defendant summoned and copy left with said defendant and also a copy left with Dr. Carey, Superintendant of the Eastern Shore Hospital for the insane at Cambridge, Maryland.

Lee Bradshaw, Sheriff.

And thereafter to wit, on the tenth day of October, nineteen hundred and thirty-three, the following answer of the Marine Bank of Crisfield was filed, to wit:

George E. Boone	0	No. 4511 Chancery
vs	0	In the Circuit Court for
Annie Lawson Milligan, et al	0	Somerset County, Maryland

- - - - - - -

To the Honorable, the Judges of said Court:

The answer of The Marine Bank of Crisfield, a body corporate under the laws of the State of Maryland, one of the defendants in the above titled cause, respectfully shows:

This defendant admits that it is the holder of the judgment referred to in the Bill of Complaint, and consents to the passage of such decree as to the Court may seem right and proper in the premises.

THE MARINE BANK OF CRISFIELD

Egbert L. Quinn, Cashier.

John B. Robins
SOLICITOR FOR DEFENDANT

And thereafter to wit, on the thirteenth day of October, nineteen hundred and thirty-three, the following answer of the Farmers Bank of Somerset County, Inc., was filed, to wit:

George E. Boone	)	No. 4511 Chancery
vs.	)	In the Circuit Court for
Annie Lawson Milligan, etals	)	Somerset County.

- - - - - -

To the Honorable, the Judge of said Court:

The answer of the Farmers Bank of Somerset County, a corporation, one of the defendants in the above entitled cause, respectfully represents:

That defendant admits that it is the holder of the judgment referred to in the Billof Complaint, and consents to the passage of such decree as the Court may deem right and proper in the premises.

Gordon Tull

Attorney for the Farmers Bank of Somerset County.

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

George E. Boone	)	No. 4511 Chancery
vs	(	In the Circuit Court
Annie Lawson Milligan, Trustee, Anna Elizabeth	(	for Somerset County,
Hall, et als.	(	in Equity.

To the Honorable, the Judges of said Court:

The petition of George E. Boone, the plaintiff in the above entitled cause, respectfully represents:

That the said Anna Elizabeth Hall has been duly summoned by an order of publication which has been published as required, as shown by the certificate thereof, filed in this cause, but the said defendant being an infant can not answer and defend this suit for herself.

Your petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infant defendant.

And as in duty bound, etc.,

Harry C. Dashiell,
Solicitor for plaintiff.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of November, nineteen hundred and thirty-three, before me, the subscriber, Judge of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, solicitor for complainant in the above entitled cause, and made oath in due form of law that the matters and things stated in the aforegoing petition are true to the best of his knowledge and belief.

Robt. F. Duer,
Judge.

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

ORDERED this 18th day of November, 1933, 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 Anna Elizabeth Hall, infant defendant in the above cause.

Robt. F. Duer,
Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

The answer of Anna Elizabeth Hall, by James R. Stewart, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of George E. Boone against her and others in this Court exhibited.

This defendant, being an infant, can not admit any of the matters and things in said bill of complaint, alleged but submits her rights thereunder to the protection of this Court.

James R. Stewart
Guardian Ad Litem.

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

George E. Boone	)	No. 4511 Chancery
vs.	)	In the Circuit Court
Annie Lawson Milligan, Trustee, Ruby Roach Hall, and others	)	for Somerset County,
	)	in Equity.
	)	

To the Honorable, the Judges of said Court:

The petition of George E. Boone, plaintiff in the above entitled cause, respectfully represents:

That the defendants, Ruby Roach Hall, has been duly summoned to appear to the Bill of Complaint in the above cause, but being non compos mentis and having no guardian or committee or her person or estate, she can not appear and defend this suit for herself.

Your petitioner therefore prays your Honor to appoint a Guardian Ad Litem to appear and answer for said defendant.

Harry C. Dashiell
Solicitor for Plaintiff

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of November, 1933, before me, the subscriber, Judge of the Circuit Court for Somerset County, in Equity, personally appeared Harry C. Dashiell, solicitor for the plaintiff in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein set forth to the best of his knowledge and belief.

Robt. F. Duer,
Judge.

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

ORDERED, by the Circuit Court for Somerset County, in Equity, this 18 day of November, 1933, upon the aforegoing petition and affidavit, that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear and answer for Ruby Roach Hall, defendant non compos mentis in the above cause.

Robt. F. Duer, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

The answer of Ruby Roach Hall, by James R. Stewart, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of George E. Boone, against her and others in this Court exhibited.

This defendant, being a non compos mentis, can not admit any of the matters and things in said bill of complaint alleged, but submits her right thereunder to the protection of this Court.

James R. Stewart
Guardian Ad Litem.

And thereafter, to wit, on the twenty-fifth day of November, nineteen hundred and thirty-three, Decree pro confesso, order to take testimony and order appointing Special Examiner filed, to wit:

George E. Boone	)	No. 4511 Chancery
vs	)	In the Circuit Court
Annie Lawson Milligan, Trustee, Ruby Roach Hall, et als.	)	for Somerset County,
	)	in Equity.
	)	

It appearing from the proceedings in this cause, that the defendants, the Farmers Bank of Somerset County, a body corporate, and the Marine Bank of Crisfield, a body corporate, have been duly summoned and have filed an answer in said cause, in which both of said defendants consent to the passage of such decree as may be right and proper in the premises; that the said defendant, Anna Elizabeth Hall, an infant, and the said defendant, Ruby Roach Hall, a non compos mentis, have each been duly summoned and have appeared by guardian ad litem, duly appointed by this Court, and have filed answers by said guardian ad litem, in which answers by guardian ad litem aforesaid, these defendants submit their rights to the protection of this Court.

And it further appearing that the defendant, the Bank of Crisfield, a body corporate has been duly summoned but has failed to appear and answer said bill of complaint, and that the defendant, Annie Lawson Milligan, Trustee, has been duly summoned to appear by order of publication issued in this cause, which has been duly published in the Crisfield Times, a weekly

newspaper printed and published in said Somerset County, as prescribed by said order, and that the said defendant, Annie Lawson Milligan, having failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against her.

It is thereupon ordered, this 25th day of November, 1933, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that said bill of complaint, be and the same is hereby taken pro confesso against said defendants, the Bank of Crisfield, a body corporate and the said Annie Lawson Milligan, both having been duly summoned and failing to appear and answer as aforesaid.

And it is further ordered that depositions be taken before one of the standing examiners of this Court or before a Special Examiner appointed by this Court in support of the allegations of the bill of complaint; and since it appears that Harry C. Dashiell, one of the standing examiners is one of the solicitors in this cause, it is further ordered that Ruty Ward be and she is hereby appointed Special Examiner to take the depositions in this case.

Robt. F. Duer, Judge.

And afterwards, to wit, on the twentieth day of December, in the year nineteen hundred and thirty-three, Ruth Ward, Special Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

George E. Boone	)	
vs	)	No. 4511 Chancery
Annie Lawson Milligan, Trustee, Ruby Roach Hall, Anna Elizabeth Hall, The Bank of Crisfield, a body corporate, The Marine Bank of Crisfield, a body corporate and The Farmers Bank of Somerset County, a body corporate.	)	In the Circuit Court for Somerset County, Maryland.

In the above entitled cause an order having been passed for the taking of testimony therein, and a dale having been fixed for the taking of testimony by agreement by solicitors for the parties, I do hereby certify that as special examiner duly appointed in this case by the Court, I did on Saturday December 16th, 1933, at the Court House at Princess Anne, Maryland, in the presence of Harry C. Dashiell and Stanley G. Robins, Solicitors for the plaintiff, (Gordon Tull, Attorney for the Farmers Bank of Somerset County and John B. Robins, Attorney for the Marine Bank of Crisfield, waiving their right to be present at the taking of depositions in this cause), did take the following depositions, that is to say:

George E. Boone, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. George E. Boone, 48 yrs. old, Residence, Crisfield, Maryland, Occupation, Merchant.

Int. 2. Did you know Elizabeth Lawson Roach, if so, is she living or dead. If dead when did she die, and did she or not die intestate?

Ans. I did know Mrs. Elizabeth Lawson Roach, she is dead and died in Philadelphia, about the month of July 1914, I knew her a number of years ago, when she lived in Crisfield, but she moved away from Crisfield several years before her death.

Int. 3. Do you know Mrs. Annie Milligan?

Ans. Yes, I knew Mrs. Annie Milligan, she is still living and is living now in Philadelphia, she was a sister of Mrs. Elizabeth Roach, and both of these women were daughters of the late Hance Lawson of Crisfield, whom I also knew.

Int. 4. Did Mrs. Elizabeth Roach die testate or intestate?

Ans. She left a last will and testament and authenticated copy of it, and duly authenticated copy of which is recorded in the Office of the Register of Wills for Somerset County. The

paper here shown me is a certified copy of Mrs. Roach's will as filed in the Register of Wills Office for Somerset County.

Under the 11th clause of this Will, Mrs. Roach left all the rest residue and remainder of her estate wheresoever the same may be situated including my one-half interest in the real estate located in the Town of Crisfield, to her sister, Mrs. Annie Milligan in trust, to be the income therefrom to her youngest daughter, Ruby Roach Hall, for and during the term of her natural life, and at Mrs. Hall's death, the principal to be divided equally between her daughter, Mrs. Lillian Roach Egelston, her son, William Roach and her grand-daughter, Ahnie Elizabeth Hall.

(Plaintiff herewith filed and to be ussd as evidence in this case, copy of Will of Mrs. Elizabeth Roach, marked "Exhibit A.")

Int. 5. Do you know the parties mentioned in Mrs. Roach's Will namely, Ruby Roach Hall, Mrs. Lillian Roach Egelston, William Roach and Annie Elizabeth Hall?

Ans. A number of years ago, when they all lived in Crisfield, I knew Lillian Egelston, William Roach and Ruby Roach Hall. Lillian Roach Egelston and William Roach both adults, live now I think in Philadelphia, Ruby Roach Hall, who is an adult, is insane, and for about fifteen years has been an inmate of the Eastern Shore Hospital for the Insane at Cambridge, Maryland, Ruby Roach Hall was married before she was committed to assalym and while living at Crisfield, had a child, whose name was Annie Elizabeth Hall, I do not know this child's exact age, but I think she was born about nineteen hundred and thirteen, and is still a minor under the age of twenty-one years.

Int. 6. What property, is any, did Mrs. Annie Milligan and Mrs. Elizabeth Roach own in the Town of Crisfield?

Ans. The father of these two women, Hance Lawson, owned a great many of the marsh and water lots, on both the North and South side of the Lower part of the Town of Crisfield, a great manyof these lots were sold off during the lifetime of Hance Lawson and later during the lifetime of his widow, Emiline Lawson, after the death of Emiline Lawson, then these two daughters, still continued to sell off various lots on both sides of the town, but three or four years ago, Levin H. Hall came to me and told me that he had bought out all the remaining lots owned by Mrs. Milligan and Mrs. Roach, he said he had looked it up on the records and gave me a general outline of the lot that they owned on both the North and South side of the Town. I bought Mr. Hall's interest in these lots on both the North and South side of the Town of Crisfield, and he gave me a deed therefor, dated March 7th, 1930, and recorded among the Land Records of Somerset County, in Liber J. M. T. No. 100, folio 248.

)Paper herewith shown me is certified copy ofthis Deed marked Plaintiff's Exhibit "B", to be used as evidence in this case).

Mr. Hall bought this land from Mrs. Milligan and two of the children of Mrs. Roach, and the Deed here shown dated September 12th, 1929, and recorded in Liber G. W. L. No. 99, folio 471, to Levin H. Hall from Annie Milligan, Lillian Egelston and Harry Egelston, her husband, and William L. Roach and Mary I. Roach his wife, is a deed that Mr. Hall obtained for the lot still owned by Mrs. Milligan and the heirs of Mrs. Roach in Crisfield.

(This Deed here filed is used as evidence, Marked "Exhibit C.")

Mr. Hall told me at the time that I was not buying the interest of Ruby Roach Hall or Annie Elizabeth Hall, her daughter, and he also told me, that at the time Webb & Company had a judgment against Mrs. Milligan.

Int. 7. Please state if you can, what action if any had been taken under the judgment in favor of Webb and Company against Mrs. Annie Milligan?

Ans. This judgment was purchased by Frank Mitchell, exectuion was issued thereon and I bought the interest of Mrs. Annie Milligan inthe lots advertised in the Sheriff's sale at

a sale conducted by the Sheriff of Somerset County, on Tuesday August 29th, 1933.

Plaintiff herewith filed Certified copy of Sheriff's Return marked Plaintiff's Exhibit "D".

Int. 8. Please state according to your best understanding, who are now the owners of the lots on the North and South side of the Town of Crisfield, which were conveyed to Levin H. Hall by Annie Milligan and others by Deed filed as evidence in this cause?

Ans. As I understand the matter I am the owner of all of the interest of Mrs. Annie Milligan, Lillian Eggleston and William Roach, in fee, Ruby Roach Hall has a life estate in the undivided one-half interest of her mother, Mrs. Roach and Annie Elizabeth Hall has in remainder an undivided one-sixth interest in these lots.

Int. 9. To what extent can you identify the lots now owned as stated in your previous answer on the North and South side of the Town of Crisfield?

Ans. Mr. Hall told me that there were about a hundred lots on the North side of the Town and about fifty lots on the South side of the Town and after I purchased the property from Mr. Hall I employed Mr. Stanley Robins, of Salisbury, Maryland, to find out for me just what lots I did own, he spent considerable time on this work and finally gave me a list which he stated were the lots that Mr. Hall and myself had bought from Mrs. Milligan and the others.

This list is as follows:

On the North side of the Town of Crisfield as laid down in a Deed of Partition by and between Hance Lawson and others recorded among the Land Records of said County, in Liber H. F. L. No. 1, folio 130 etc., and being Lots Two, Three, and four in Block 9, Lots 1, 4, in Block 13, Lots 3,4 in Block 16, Lots 1, 4 and 5 in Block 20, Lots 2, 3, and 4 in Block 23, Lots 1, 4 and 6 in Block 27, Lots 2, 3 and 4 in Block 29, Lots 1 and 4, in Block 33, Lots 2, 3 and 4 in Block 35, Lots 1, 4 and 5 in Block 39, Lots 2, 3 and 4 in Block 41, Lots 1, 4 and 6 in Block 45, Lots 2, 3 and 4 in Block 47, Lots 1 and 4 in Block 51, Lots 2, 3 and 4 in Block 53, Lots 1, 4 and 5 in Block 57, Lots 2, 3 and 4 in Block 59, Lots 1, 4 and 6 in Block 63, Lots 2, 3 and 4 in Block 65, Lots 1 and 4 in Block 69, Lots 2, 3 and 4 in Block 71, Lots 1, 4 and 5 in Block 75, Lots 2, 3 and 4 in Block 77, Lots 1 and 4 in Block 81, Lots 1 and 4 in Block 86, Lots 1, 4 and 5 in Block 91, Lots 1, 4 and 5 in Block 96, Lots 1 and 4 in Block 101, Lots 1 and 4 in Block 106, lots 1 and 4 in Block 110, lots 1 and 4 in Block 114, lots 1 and 4 in Block 118, lots one and four in Block 122, and lots one in blocks, 125, 128, 131, 134, 137, 139, 141, 143, and 144, and on the South side of the Town of Crisfield, and laid down in a Deed of Partition by and between the said Hance Lawson and others, recorded among the Land Records aforesaid in Liber H. F. L. No. 1, folio 50 etc., and being Lot 14 in Block 3, Lot 12 in Block 4, lots 6 and 8 in Block 8, Lots one and five in Block nine, lots three in Block twelve, lots six and eight in block thirteen, lots one and five in Block fourteen, lots three and seven in block seventeen, lots six and eight in block eighteen, lot one in Block nineteen, lots three and seven in block twenty-two, lots six and eight in block twenty-three, lot one in block twenty-four, lots three and seven in block twenty-five, lots six and eight in block twenty-six, lot one in block twenty-seven, lots two and six in block twenty-eight, lots six and eight in block twenty-nine, lot one in block thirty, lot four in block thirty-one, lots one, six and eight in block thirty-two, lots one in block thirty-three, lots three and seven in block thirty-four, lots, one, six, eight, nine, fourteen, sixteen in block thirty-five, and lots one, five, six and ten in block thirty-six.

Int. 10. Please state whether or not these lots are now encumbered by any judgments on the Land Records of Somerset County?

Ans. Yes, they are, at the time that Mr. Hall owned these lots, there was a judgment against him in favor of the Farmers Bank of Somerset County, this judgment is 104 Appearances, January Term, 1924, for the principal sum of $150.00, as I understand it, this judgment would be a lien only on the interest of Lillian Eggleston and William Roach in said property, as I

have herefore purchased at a Sheriff's sale the interest of Mrs. Milligan, under the Webb Judgment. There is now against me three judgments, two in favor of the Bank of Crisfield, the first dated April 21st, 1931, for the sum of Four Hundred Dollars, and the second dated June 23rd, 1931, for the sum of $600.00, and one judgment in favor of the Marine Bank of Crisfield, against me dated January 11, 1932, for the sum of $585.00.

Int. 11. Please state whether or not in your opinion, the said property is susceptible of partition among the parties entitled to interest or whether it would be necessary to sell said property and divide the proceeds.

Ans. It cannot be divided in kind, the undivided half interest of Mrs. Roach or that was formerly owned by Mrs. Roach is subject to a life estate in favor of Ruby Roach Hall and of course such interest as this could not be arrived at by partition, the only practical thing to do is to sell all the lots, and then let the Court order and direct the distribution of the fund according to law in view of the life estate of Ruby Roach Hall andof various judgment interest.

Court Question and Answer.

"Nothing further."

Witness: Ruth Ward. Geo. E. Boone

Luther Daugherty, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Luther Daugherty, age 49 yrs. old, Residence Crisfield, Maryland, Occupation, Sheriff of Somerset County.

Int. Did you know Mrs. Annie Milligan and Mrs. Elizabeth Roach?

Ans. I knew Mrs. Annie Milligan and I knew of the Roach family, I cannot say that I can remember Mrs. Elizabeth Roach, but I have understood all of my life that they were the two children of the late Hance Lawson.

Int. 3. Did you know the children of Mrs. Elizabeth Roach?

Ans. I think I knew young William Roach and of course I knew his afflicted sister, Ruby Roach Hall, I remember when she lived in Crisfield and have seen her at the Eastern Shore Hospital for the Insane at Cambridge, Maryland, since I have been Sheriff of Somerset County. I have seen her there several times.

I remember that Ruby Roach Hall was married while she lived in Crisfield, and had a child, I have seen her with the child, but cannot say anything more definitely about the name and age of the child.

Int. 4. What property if any did Mrs. Annie Milligan and Mrs. Elizabeth Roach own in the Town of Crisfield?

Ans. I know of course that Hance Lawson in his lifetime owned a great many of the marsh and water lots on what is called the North and South sides of the Town of Crisfield, a great many of these lots were sold off from time to time and within the last ten years I have understood that Levin H. Hall bought all the remaining lots that Mrs. Milligan and Mrs. Roach owned, and that Mr. Boone bought these lots from Mr. Hall. I cannot identify all of these lots as the result of any examination that I have made of the record but I have understood that Mr. Boone and Mr. Hall got about one hundred of these lots on the North side of the Town and about fifty of the lots on the South side of the Town, I know that these lots measure generally about fifty feet by one hundred and fifty feet.

During the summer of nineteen hundred and thirty-three, I levied on all of these lots as Sheriff under judgment, then held by Frank Mitchell against Webb & Company and sold the interest of Annie Milligan at a Sheriff's sale to Mr. Boone.

Int. 5. What is your idea of the value of these lots?

Ans. They are not worth much now in the Town of Crisfield and I should think from seven hundred and fifty to a thousand dollars.

Int. 6. Please state whether or not in your opinion all of these lots can be divided among the parties to this suit or whether or not it will be necessary to sell the said lots and divide the proceeds?

Ans. I have understood here to day from reading the Will of Mrs. Roach that her interest in said property is subject to a life estate in favor of Ruby Roach Hall, if this is so, then these lots cannot be divided so as to set aside such a interest as this and also to take care of the interest of the grand child, Annie Elizabeth Hall, if there are still judgments against this property, it would in my opinion make it all the more necessary to sell the land and let the Court direct the distributions of the money according to law.

Court Question and answer.

"Nothing more."

Witness: Ruth Ward. Luther Daugherty.

Stanley G. Robins, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Stanley G. Robins, Age, 33 yrs., Residence, Salisbury, Maryland, Occupation, Attorney at law.

Int. 2. Do you know the parties to this suit, and if so, tell us where they reside as far as you know?

Ans. I know the plaintiff, George E. Boone, and I did know Mrs. Annie Milligan when she lived in Crisfield, and Ruby Roach Hall and Anna Elizabeth Hall. These defendants I have not seen for a number of years, since they lived in Crisfield, I understand that Mrs. Annie Milligan and Anna Elizabeth Hall lived together in Philadelphia and that Ruby Roach Hall is a inmate at the State Hospital for the Insane at Cambridge, Maryland.

Int. 3. Please tell us what connection you have had with the land involved in this suit?

Ans. During the later part of January, 1933, Mr. George E. Boone, of Crisfield, the complainant in this case employed me to examine the records of Somerset County, Maryland, in order to determine what interest, if any, he had in certain lots of land in the lower section of the Town of Crisfield, I made this examination and reached the conclusion that Mr. Boone has defective undivided one-half interest in and to certain lots hereinafter enumerated as well as an undivided third interest in remainder after a life estate owned by Ruby Roach Hall, created by the Will of Elizabeth L. Roach, this one-third remainder of interest was the interest he required by deed from William L. Roach, Lillian R. Egelston and others through the medium of Levin H. Hall. The lots in which Mr. Boone acquired these interests are as follows:

On plat of the Town of Crisfield, North side recorded among the Land Records of Somerset County, in Liber H. F. L. No. 1, folio 130; lots 2, 3 and four in Block 9, lots 1 and four in Block thirteen, Lots three and four, Block sixteen, Lots one, four and five Block twenty, Lots two, three and four, Block twenty-three, Lots one, four and six, Block twenty-seven, Lots two, three and four, Block twenty-nine, Lots one and four Block thirty-three, Lots two, three and four, in Block thirty-five, Lots one, four and five Block thirty-nine, lots two, three and four in Block forty-one, lots one four and six, Block forty-five, lots two, three and four Block forty-seven, Lots one and four Block fifty-one, Lots two, three and four Block fifty-three, Lots one, four and five Block fifty-seven, Lots two, three and four Block fifty-nine, one, four and six, Block sixty-three, Lots two, three and four, Block sixty-five, lots one and four, Block sixty-nine, Lots two, three and four, Block seventy-one, Lots one, four and five Block seventy-five, Lots two, three and four, Block seventy-seven, Lots one and four, Block eighty-one, Lots one and four Block eighty-six, Lots one, four and five Block ninety-one,

lots one, four and five Block ninety-six, and lots one and four in Blocks 101, 106, 110, 114, 118, 122, and lot one in Blocks 125, 128, 131, 134, 137, 139, 141, 143, 144.

And also in the following lots on Plat of the Town of Crisfield, South side, recorded among the aforesaid land records in Liber H. F. L. No. 1, folio 50.

Lot fourteen Block three, Lot twelve Block four, lots six and eight Block eight, Lots one and five Block nine, Lot three, Block twelve, Lots six and eight, Block thirteen, Lots one and five Block fourteen, lots three and seven, Block seventee, lots six and eight block eighteen, lot one Block nineteen, lots three and seven block twenty-two, lots six and eight Block twenty-three, lot one Block twenty-four, Lots three and seven block twenty-five, lots six and eight, block twenty-six, lot one block twenty-seven, lots two and six block twenty-eight, lots six and eight block twenty-nine, lot one block thirty, lot four, block thirty-one, lots one six and eight block thirty-two, lot one block thirty-three, lots three and seven block thirty-four, lots one, six, eight, nine, fourteen, and sixteen Block thirty-five, lots one, five, six, and ten, block thirty-six.

Since my examination of the records, Mr. Boone has purchased a clear undivided one-half interest in these lots at Sheriff's sale I understand.

Int. 4. Please state whether or not in your opinion the said property susceptible of partition among the parties entitled to interests or whether it will be necessary to sell said property and divide the proceeds?

Ans. I fail to see how the property above referred to could be divided amongst the parties according to their various interests particularly to the view of the fact that the trust estate created by the Will of Elizabeth L. Roach is involved and that Mr. Boone already owns a remainder in a part of the interest created by this will and I therefore feel that the property should be sold and the proceeds of the sale divided.

Court Question, "Nothing further".

Witness: Ruth Ward. Stanley G. Robins,

Harry C. Dashiell, of lawful,age, being first duly sworn, deposing says:

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

Ans. Harry C. Dashiell, age 47 yrs. Residence Princess Anne, Md. Occupation, Attorney at law.

Int. 2. Do you know the parties to this suit? What if anything do you knowof the age of Anna Elizabeth Hall?

Ans. I know the plaintiff, George E. Boone, and I am of course familiar with the banks that are made part defendants to this suit, I do notknow any of the other defendants personally.

At the time that I instituted this suit, I had some difficulty in determining the correct age of the one defendant Anna Elizabeth Hall, who is a daughter of the defendant, Ruby Roach Hall, I could not find at Crisfield any record of the birth of this child, but I did find that in the Chancery Records of Somerset County, Liber W. J. S. No. 17, folio 589, Mrs. Annie Milligan testified before Stanley L. Cockrane, Examiner, that Anna Elizabeth Hall then lived with her mother in Crisfield, "and would be four years in June, this testimony was taken by the examiner in that case on May 12th, 1917, and according to this testimony this will not be twenty-one years of age until the month of June, 1934, the Chancery case in which Mrs. Milligan gave this testimony is No. 3139 Chancery, and the purpose of that suit was similar to the purpose of the present suit, that is, to obtain clear title to certain other lots owned by the Hance Lawson family, on the North side of the Town of Crisfield.

Court Question.

"Nothing further."

Witness: Ruth Ward Harry C. Dashiell.

 January, 1936.

There being no further witnesses produced to me to be examined, I herewith at the request of Plaintiff's Solicitors returned the above depositions, to Court and certify that the annexed statement of cost is correct.

Given under my hand and seal this 19th day of December, 1933,

Ruth Ward (SEAL)

Special Examiner.

Bill of Cost.

Ruth Ward, Special Examiner.	$10.00
Luther Daugherty, Witness	1.75

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

THIS DEED, Made this 7th day of March, in the year of one thousand nine hundred and thirty by Levin H. Hall of Pocomoke City, Worcester County, State of Maryland, witnesseth that in consideration of Five Hundred Dollars and other consideration, the said Levin H. Hall does grant and convey unto George E. Boone of Somerset County, State of Maryland, laid down and described in a plat and certificate made by Levin H. Hall, surveyor and bared on the plat and certificate filed with a deed of partition dated August 18th, 1883, between Hance Lawson, Machael Somers, Wm. H. Roach and Thos. J. Dixon and duly recorded with the plat and certificate thereto attached and made a part of said deed and duly recorded in H. F. L. No.1, folio 30 etc., and also subject to any change made by a deed amongst Hance Lawson, Machael Somers, William H. Roach and Thomas J. Dixon and others by a deed dated Feb. 10th, 1884, and duly recorded in Liber H. F. L. No. 1, folio 130 etc., among the land records of Somerset County, Maryland, the said Hance Lawson being the father of Annie Milligan and Elizabeth Roach and the same land and premises which is laid down and described herein on the said plat filed herewith and made a part of this deed is a part of the same land and premises which was conveyed by deed to Levin H. Hall, September 12th, 1929 by the said Annie Milligan and also all the heirs of Elizabeth Roach, except Ruby Roach which was not supposed to be competent to make a valid deed or contract by the said Levin H. Hall, when he brought all the other heirs of Hance Lawson real estate, lying, situate and being in Crisfield, Maryland, all the land laid down and described in the plat and certificate filed herewith and made a part of this deed the said Levin H. Hall intends to convey his interest therein to George E. Boone, the

Together with the buildings and improvements right, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To have and to hold the said land and premises as above described and laid down and described on the attached plat for the special use and benefit of the said George E. Boone, his heirs and assigns, forever in fee simple.

And the said Levin H. Hall does covenant with the said George E. Boone, his and assigns, that he will warrant specially the land and premises hereby granted and intended to be conveyed to the said George E. Boone and that he will give such further assurances as may be requisite.

Witness my hand and seal the hand and seal of the said grantor.

Test: Fred N. Holland Levin H. Hall (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 7th day of March, inthe year one thousand nine hundred and thirty before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Somerset County, aforesaid, personally appeared Levin H. Hall and did acknowledge the foregoing deed to be his act and deed.

Fred N. Holland, J. P.

Received for Record June 24th, 1930, and recorded in Liber G. W. L. No. 100, folio 248, one of the Land Records of Somerset County.

Per: George W. Lawson, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing Deed is truly copied from Liber G. W. L. No. 100, folio 248, one of the Land Records of Somerset County.

SEAL OF COURT

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 18th day of December, 1933.

J. Millard Tawes, Clerk.

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

THIS DEED, Made this 12th day of September, in the year one thousand nine hundred and twenty-nine by Annie Milligan, Lillian Egelston, Harry Egelston, her husband and William L. Roach, Mary I. Roach, his wife, all of the City of Philadelphia and State of Pennsylvania, witnesseth, that in consideration of Five Hundred Dollars paid upon the receipt of these presents, the receipt is acknowledge by the signing sealing and delivery of these said presents, the said Annie Milligan, Lillian Egelston, Harry Elelston, her husband, and William L. Roach, Mary I. Roach, his wife, do grant, sell and convey unto Levin H. Hall, of Somerset County, State of Maryland, all those lots of land they now own in Crisfield, Maryland, the same being those lots and parcel s of land which were conveyed August 7th, 1883, to Hance Lawson in two deeds of division from Michael Somers, William H. Roach and Thomas J. Dixon, the said Partition deeds was executed to divide certain real estate in Crisfield, Maryland, among Hance Lawson, Michael Somers, William H. Roach and Thomas J. Dixon and the said real estate is fully laid down and described on two plats, viz: One plat laying down and describing the land and premises on the north side of the N. Y. P. & N. Rail Road, in Crisfield, Maryland and one plat laying down and describing the land south of the said rail road in Crisfield, Somerset County, Maryland, and the said plats were duly recorded and made a part of said deeds, and filed with said deed among the Land Records of Somerset County, Maryland, in Liber H. F. L. No. 1, folios 50 etc.,and the said deed refers to said plats, and the lots conveyed by said deed to the said Hance Lawson are laid down and described on said plats and the letters H. L. are numbered on the lots so as to distinguish therein for the Hance Lawson lots, the object of this deed is to convey unto the said grantee all those lots, parts, and parcels of land that was conveyed to the said Hance Lawson by the said deeds and described by the said plats filed with said deed, that was not sold nor conveyed by the said Hance Lawson, deceased, in his lifetime nor has not been sold since his death by his daughters, the said Annie Milligan nor Elizabeth Roach, deceased, nor heirs of Elizabeth Roach, this deed conveys all our right, title and interest in all of our interest in the Hance Lawson real estate located, situated, lying and being in Crisfield, Somerset Cou., Maryland, which are laid down and described on said plats and recorded in said deeds of partition, the said land being described from Hance Lawson, deceased to his two daughters, Annie Milligan and Elizabeth Roach and the said Elizabeth Roach, deceased, since her father, Hance Lawson's death, the said Elizabeth Roach's part of this described real estate descended to her two daughters, Lillian Roach (who married Harry Egelston and are grantors in this deed, Ruby Roach who is an invalid and in a State Hospital and is incapable of being a grantor in this deed at present, and a son of the said Elizabeth Roach, William L. Roach, who is also a grantor in this deed, the said three children are the sole heirs, equally with their Aunt Annie Milligan and owners of the above described real estate and the said Annie Milligan and Elizabeth Roach were the only children and heirs of the said Hance Lawson, deceased and the said grantors hereby convey unto Levin H. Hall all their right, title and interest in all

of the above described land and premises, it being a right, title and interest to all the land they at present own or possess in Crisfield, Somerset County, Maryland.

Together with the buildings and improvements, thereupon erected, made or being, and all and every the rights, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

To have and to hold the said land and premises for the special use and benefit of the said Levin H. Hall, his heirs and assigns forever, in fee simple.

And the said grantors do hereby covenant with the said grantee that they will warrant specially the said land and premises, and will give such other assurances as may be requisite.

Witness our hands and seals the hands and seals of the said grantors.

	Annie Milligan	(SEAL)
Test: Joseph C. Garvin.	Lillian Egelston	(SEAL)
	Harry Egelston	(SEAL)
	William L. Roach	(SEAL)
	Mary I. Roach	(SEAL)

State of Pennsylvania, Philadelphia County, to wit:

I hereby certify that on this 12th day of September, in the year one thousand nine hundred and twenty-nine, before me the subscriber, a Notary Public of the State of Pennsylvania and for Philadelphia County aforesaid duly commissioned, sworn etc., personally appeared Annie Milligan, Lillian Egelston, Harry Egelston, her husband, and William L. Roach and Mary I. Roach, his wife, and each did acknowledge the foregoing deed to be their respective act and deed.

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

Seal of Notary — Joseph C. Garvin, Notary Public.

Notary Public, My Commission Expires, March 7th, 1931.

Received for record January 13th, 1930, and recorded in Liber G. W. L. No. 99, folio 471, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing Deed is truly copied from Liber G. W. L. No. 99, folio 471, one of the Land Records of Somerset County.

SEAL OF COURT

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 18th day of December, 1933.

J. Millard Tawes, Clerk.

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

Sheriff's Report of Sales and Distribution.

To the Honrable, the Circuit Court for Somerset County, Maryland:

I hereby certify to the Honorable, the Circuit Court for Somerset County, State of Maryland, that by virtue of a writ of Fieri Facias, issued out of this Honorable Court, and to me directed, on a judgment rendered by the Circuit Court for Somerset County, Maryland, on the 25th day of May, 1922, for the sum of three hundred dollars, with interest from date, together with thirty dollars collection charges and seven dollars costs, in favor of Thomas J. Webb and Thomas E. Webb, trading as Webb & Co., against M. Annie Milligan, which said judgment was on the 28th day of July, 1933, assigned by the said Thomas J. Webb and Thomas E. Webb to Frank A. Mitchell, of Wicomico County, Maryland, I did levy upon, seize and take into execution all

the undivided one-half right, title, interest and claim of the said M. Annie Milligan in and to all the following lots of land (marsh lots and water lots) lying on the north side of the Town of Crisfield, in Crisfield Election District, Somerset County, Maryland, as laid down on a plat recorded with a Deed of partition, by and between Hance Lawson and others, recorded among the Land Records of Somerset County, Maryland, in Liber H. F. L. No. 1, folio 130 etc., the said lots on the north side of said town being designated as follows:

Lots 2, 3 and four in Block nine, lots one four in Block thirteen, Lots three, four in Block sixteen, lots one, four and five in Block twenty, Lots two, three, four in Block twenty-three, lots one, four, six in Block twenty-seven, Lots two, three, four in Block twenty-nine, lots one, four in Block thirty-three, lots two, three, four in Block thirty-five, Lots one, four and five in Block thirty-nine, Lots two, three, four in Block forty-one, Lots one, four six in Block forty-five, Lots two, three, four in Block forty-seven, Lots one, four in Block fifty-one, Lots two, three, four in Block fifty-three, Lots one, four, five in Block fifty-seven, Lots two, three, four in Block fifty-nine, Lots one, four, six in Block sixty-three, Lots two, three, four in Block sixty-five, Lots one, four in Block sixty-nine, Lots two, three, four in Block seventy-one, Lots one, four five in Block seventy-five, Lots two, three, four in Block seventy-seven, Lots one, four in Block eighty-one, Lots one, four in Block eighty-six, Lots one, four, five in Block ninety-one, Lots one, four, five in Block ninety-six, Lots one, four in Block one hundred and one, Lots one, four in Block one hundred and six, Lots one, four in Block one hundred and ten, Lots one, four in Block one hundred and fourteen, lots one, four in Block one hundred and eighteen, Lots one, four in Block one hundred and twenty-two, and Lots one, in Block one hundred and twenty-five, one hundred and twenty-eight, one hundred and thirty-one, one hundred and thirty-four, one hundred and thirty-seven, one hundred and thirty-nine, one hundred and forty-one, one hundred and forty-three, and one hundred and forty-four.

And all the undivided one-half interest of the said Milligan in the following lots on the south side of said Town of Crisfield, as laid down in a Deed of Partition, by and between said Hance Lawson and others, recorded among said land records in Liber H. F. L. No. 1, folio 50 etc., said lots on the south side of said town being further designated as follows:

Lot fourteen in Block three, Lot twelve in Block four, Lots six, eight in Block eight, lots one, five in Block nine, Lot three in Block twelve, lots six, eight in Block thirteen, lots one, five in Block fourteen, lots three, seven in Block seventeen, Lots six, eight in Block eighteen, lot one in Block nineteen, lots three, seven in Block twenty-two, lots six, eight in Block twenty-three, lot one in Block twenty-four, lots three, seven in Block twenty-five, Lots six, eight in Block twenty-six, lot one in Block twenty-seven, Lots two, six in Block twenty-eight, lots six, eight in Block twenty-nine, Lot one in Block thirty, lot four in Block thirty-one, Lots one, six, eight in Block thirty-two, lot one in Block thirty-three, Lots three, seven in Block thirty-four, Lots one, six, eight, nine, fourteen, sixteen in Block thirty-five, and Lots one, five, six, ten in Block thirty-six.

And after having given more than three weeks previous notice of the time, place, manner and terms of sale by advertisement in the "Crisfield Times," a weekly newspaper published in said Somerset County, Maryland, and also by notice set up at the Court House door, in Princess Anne, Maryland, (a copy of which said advertisement and notice is herewith filed as a part of this report) I did, on Tuesday, August 29, 1933, at or about the hour of two o'clock P. M., in front of the Court House door in Princess Anne, Maryland, proceed to sell all the one-half undivided right, title, interest and claim of the said M. Annie Milligan in and to the above described and designated lots on the North side of the said town of Crisfield, as aforesaid, at public auction for cash whereupon George E. Boone of said Somerset County, Maryland, being the highest and best bidder, therefor became the purchaser thereof, at and for the sum of One Hundred Dollars ($100.00), which said amount the said purchaser has fully paid, and I did at

the same time proceed to sell all the one-half undivided right, title, interest and claim of the said Milligan in and to the above described and designated lots on the south side of the said Town of Crisfield, as aforesaid, at public auction for cash, whereupon the said George E. Boone, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Fifty Dollars ($50.00), both of which said sums the said purchaser has fully paid, and your Sheriff hereby reports that he brings the money arising from said sale into Court and makes the following distribution of the same, that is to say:

By Whole amount of the sale,----------		$150.00
To Costs and Expenses:		
" Advertising Sale,- - - - - - - - - - - - - - - - - - - -	$35.00	
" Clerk's Costs,- -	11.50	
" Auctioneer,- -	5.00	
" Sheriff's Fees and Pondage,- - - - - - - - - - - - - -	5.75	
" Frank Mitchell, on account of his judgment, the whole of the balance of purchase money	92.75	150.00

Respectfully submitted,
Luther Daugherty,
Sheriff, Somerset County, Maryland.

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 Sheriff's Report of Sales and Distribuitons, in the case of Frank Mitchell vs. M. Annie Milligan, the same being No. 7 Judicials, September Term, 1933, of the Circuit Court for Somerset County.

SEAL OF COURT — In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 20th day of December, 1933.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the sixteenth day of January, nineteen hundred and thirty-four, the following decree was filed, to wit:

George E. Boone	)	In Equity in the Circuit Court
vs	)	for Somerset County,
Annie L. Milligan, et al	)	No. 4511 Chancery.
	)	

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

It is thereupon this 10th day of January, in the year nineteen hundred and thirty-four, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned be sold.

That Harry C. Dashiell and Stanley G. Robins be, and they are hereby appointed trustees to make such sale; the course and manner of proceeding shall be as follows: They shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by the said Clerk, in the penalty of Two Thousand dollars, if individual surety or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in them by this decree, or that may be reposed in them by any future order or decree in the premises they shall then proceed to make sale of said Real Estate, having first given at least twenty days previous notice, inserted in some newspaper printed in Somerset County in said County, and such other notice, as they may thing proper, of the time, place, manner, and terms of sale, which terms

shall be as follows: One-third in cash on the day of sale, the balance of the purchase money to be paid in two equal semi-annual installments, from day of sale; the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser, or purchasers with a surety or sureties to be approved by the trustees, or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after any such sale or sales, the said trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said trustees shall, by a good and sufficient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers of said property, to his, her, or their heirs or assigns, the property to whim, 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 undet the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustees as the Court shall think proper to allow on consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

Robt. F. Duer, Judge.

And thereupon the said Stanley G. Robins and Harry C. Dashiell, Trustees, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Stanley G. Robins of Wicomico County and State of Maryland, and Harry C. Dashiell of Somerset County, and State of Maryland, principals, and The American Surety Company of New York, a corporation duly incorporated under the laws of the State of New York, surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of one thousand dollars ($1,000.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, firmly by these presents, sealed with our seals and dated this 15th day of January, nineteen hundred and thirty-four.

WHEREAS the above bounden, Stanley G. Robins and Harry C. Dashiell, by virtue of a decree of the Circuit Court for Somerset County, in Equity, passed on the 10th day of January, nineteen hundred and thirty-four, have been appointed trustees to sell the property mentioned in the proceedings in the case of George E. Boone against Annie L. Milligan, et al, the same being No. 4511 Chancery, now pending in the said Court.

Now the condition of the above obligation is such that if the above bounde, Stanley G. Robins and Harry C. Dashiell, do and shall, well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises relating to the sale of said property, 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 the hands and seals of the said Stanley G. Robins and Harry C. Dashiell, the corporate seal of the said corporation by its attorney, the day and year first above written.

TEST: Stanley G. Robins (SEAL)

Ruth Ward Harry C. Dashiell (SEAL)

CORPORATE SEAL THE AMERICAN SURETY COMPANY OF NEW YORK

By Harry C. Dashiell, Attorney

Which said Bond was thus thereon endorsed, to wit:

Bond Approved. J. Millard Tawes, Clerk.

And thereafter, to wit, on the fourteenth day of February, nineteen hundred and 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:

George E. Boone	)	No. 4511 Chancery
vs.	)	In the Circuit Court for
Annie Lawson Milligan, et als	)	Somerset County, in Equity.
	)	

To the Honorable, the Judges of said Court:

The report of Stanley G. Robins and Harry C. Dashiell, Trustees appointed by decree of the Circuit Court for Somerset County, in Equity, passed in the above entitled cause, dated the _____ day of January, nineteen hundred and thirty-four, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of their 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 Crisfield Times, a weekly newspaper printed and published in said Somerset County, for at least three successive weeks and at least twenty-one days before the day of sale, they did, pursuant to said notice, attend in front of the Post Office at Crisfield, Maryland, on Saturday, February tenth, nineteen hundred and thirty-four, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate mentioned and described in said advertisement in manner following, that is to say:

Your Trustees offered marsh lots and water lots as laid down on plats hereinafter referred to and all the lots in each of the blocks referred to were offered for sale at the same time so that there was struck off to the purchaser in each case all the lots in each of the blocks as advertised, that is to say:

Your Trustee sold the following lots lying on the north side of the town of Crisfield, in Crisfield Election District, Somerset County, Maryland, as laid down on a plat recorded with the deed of partition by and between Hance Lawson and others, recorded amongthe land records of said Somerset County, Maryland, in Liber H. F. L. No. 1, folio 130:

To George E. Boone of Somerset County, Maryland, the following lots at the purchase price as stated:

Lots 2,3 and 4 in Block 9 for the sum of	$9.00
Lots 1 and 4 in Block 13 for the sum of	12.00
Lots 3 and 4 in Block 16 for the sum of	5.00
Lots 2, 3 and 4 in Block 23 for the sum of	9.00
Lots 1, 4 and 6 in Block 27 for the sum of	31.50
Lots 2, 3 and 4 in Block 29 for the sum of	3.00
Lots 1 and 4 in Block 33 for the sum of	2.00
Lots 2, 3 and 4 in Block 35 for the sum of	3.00
Lots 1, 4 and 5 in Block 39 for the sum of	3.00
Lots 2, 3 and 4 in Block 41 for the sum of	3.00
Lots 1, 4 and 6 in Block 45 for the sum of	3.00
Lots 2, 3 and 4 in Block 47 for the sumof	3.00
Lots 1 and 4 in Block 51 for the sum of	2.00
Lots 2, 3 and 4 in Block 53 for the sum of	3.00
Lots 1, 4 and 5 in Block 57 for the sum of	3.00
Lots 2, 3 and 4 in Block 59 for the sum of	3.00
Lots 1, 4 and 6 in Block 63 for the sum of	3.00
Lots 2, 3 and 4 in Block 65 for the sum of	3.00
Lots 1 and 4 in Block 69 for the sum of	2.00
Lots 2, 3 and 4 in Block 71 for the sum of	3.00
Lots 1, 4 and 5 in Block 75 for the sum of	3.00
Lots 2, 3 and 4 in Block 77 for the sum of	3.00
Lots 1 and 4 in Block 81 for the sum of	2.00
Lots 1 and 4 in Block 86 for the sum of	2.00
Lots 1, 4 and 5 in Block 91 for the sum of	3.00
Lots 1, 4 and 5 in Block 96 for the sum of	3.00
Lots 1 and 4 inBlock 101 for the sum of	2.00
Lots 1 and 4 in Block 106 for the sum of	2.00
Lots 1 and 4 in Block 110 for the sum of	2.00
Lots 1 and 4 in Block 114 for the sum of	2.00
Lots 1 and 4 in Block 118 for the sum of	2.00

Lots 1 and 4 in Block 122 for the sum of	$ 2.00
Lots 1 in Block 125 for the sum of	20.00
Lot 1 in Block 128 for the sum of	16.00
Lot 1 in Block 131 for the sum of	16.00
Lot 1 in Block 134 for the sum of	16.00
Lot 1 in Block 137 for the sum of	16.00
Lot 1 in Block 139 for the sum of	10.00
Lot 1 in Block 141 for the sum of	5.00
Lot 1 in Block 143 for the sum of	5.00
Lot 1 in Block 144 for the sum of	1.00

And the total amount of the sale of the aforesaid lots in their respective blocks on the north side of the said town of Crisfield to the said George E. Boone is two hundred and forty-one dollars and fifty cents.

And your said trustees sold the aforesaid lots in one block on said North side of the town of Crisfield to The Eastern Shore Public Service Company of Maryland, a corporation, namely lots 1, 4 and 5 in Block 20, for the sum of $21.00.

And your said Trustees sold the following lots inthe manner aforesaid on the south side of the said town of Crisfield as laid down in a deed of partition by and between Hance Lawson and others, recorded among the land records of said Somerset County in Liber H. F. L. No. 1, folio 50, that is to say, to George E. Boone:

Lot 14 in Block 3 for the sum of	$ 1.00
Lot 12 in Block 4 for the sum of	1.00
Lots 1 and 5 in Block 9 for the sum of	2.00
Lot 3 in Block 12 for the sum of	1.00
Lots 1 and 5 in Block 14 for the sum of	2.00
Lots 3 and 7 in Block 17 for the sum of	2.00
Lots 6 and 8 in Block 18 for the sum of	2.00
Lot 1 in Block 19 for the sum of	1.00
Lots 3 and 7 in Block 22 for the sum of	2.00
Lots 6 and 8 in Block 23 for the sum of	2.00
Lot 1 in Block 24 for the sum of	1.00
Lots 3 and 7 in Block 25 for the sum of	2.00
Lots 6 and 8 in Block 26 for the sum of	2.00
Lot 1 in Block 27 for the sum of	1.00
Lots 2 and 6 in Block 28 for the sum of	2.00
Lots 6 and 8 in Block 29 for the sum of	2.00
Lot 1 in Block 30 for the sum of	4.00
Lot 4 in Block 31 for the sum of	12.00
Lots 1, 6 and 8 in Block 32 for the sum of	21.00
Lot 1 in Block 33 for the sum of	16.00
Lots 3 and 7 in Block 34 for the sum of	28.00
Lots 1, 6, 8, 9, 14 and 16 in Block 35 for the sum of	60.00

And the total amount of the sale of said lots in the blocks aforesaid on the south side of said town to the said George E. Boone is one hundred and sixty-seven dollars.

And the said Trustees sold the following lots in their respective blocks, on the south side of the said town of Crisfield to Lorrie C. Quinn, Sr.:

Lots 6 and 8 in Block 8 for the sum of	90.00
Lots 6 and 8 in Block 13 for the sum of	12.00

And your said Trustees sold the following lots, all in one block on the south side of said town of Crisfield to Sol. S. Crandall, namely:

Lot 1, 5, 6 and 10 in Block 36 for the sum of 54.00

And your said Trustees further report that the said Lorrie C. Quinn, Sr. complied with the terms of said sale by paying one-third of the amount of his bids in cash and giving your Trustees a note for the balance, payable in two equal installments of six and twelve months from the day of sale. And your said Trustees also report that the said Samuel Crandall complied with the terms of said sale by paying the said Trustees one-third of the amount of his bid in cash and giving to your Trustees a note for the balance payable in two equal installments of six and twelve months from the day of sale. And your Trustees further report that the said George E. Boone and the said George E. Boone and the said The Eastern Shore Public Service Company of Maryland have complied with the terms of said sale to the satisfaction of your said Trustees.

All of which is respectfully submitted.

Stanley G. Robins

Harry C. Dashiell

Trustees

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 14th day of February, nineteen hundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Stanley G. Robins and Harry C. Dashiell, Trustees mentioned in the above report of sales, and made oath in due form of law that the matters and things contained and stated in the foregoing report of sales are true as therein set forth to the best of their knowledge and belief and that the sale therein reported was fairly made.

Seal of Notary — Benjamin L. Barnes, Notary Public

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

George E. Boone	)	No. 4511 Chancery
vs	)	In the Circuit Court for
Annie Lawson Milligan, et als	)	Somerset County, In Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, that the sale of real estate mentioned in these proceedings made and reported by Stanley G. Robins and Harry C. Dashiell, Trustees appointed by a decree of this Court in the proceedings in the above entitled cause to make sale of said real estate, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of March, nineteen hundred and thirty-four, provided a copy of this order be inserted in some weekly newspaper printed and published insaid Somerset County once in each of three successive weeks before the 10th day of March, nineteen hundred and thirty-four. The report states the total amount of sales to be five hundred eighty-five dollars and fifty cents.

J. Millard Tawes, Clerk.

And thereupon., at this day, to wit, on the seventeenth day of March, nineteen hundred and thirty-four, came again into Court here the said complainant, by his solicitors aforesaid, and on motion of the said complainant, by his solicitors aforesaid, the Court here passed the following order, to wit:

George E. Boone	0	No. 4511 Chancery
vs	0	In the Circuit Court for
Annie Lawson Milligan, et als	0	Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 17th day of March, nineteen hundred and thirty-four, that the sale of the real estate made and reported by Stanley G. Robins and Harry C. Dashiell, Trustees 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 Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the auditor.

And since it appears that Harry C. Dashiell, the auditor of this Court, is one of the solicitors in this cause it is further ordered that Eunice Pilchard be and she is hereby appointed special auditor to state the account in this cause.

Robt. F. Duer, Judge.

And thereafter, to wit, on the ninth day of July, in the year nineteen hundred and thirty-five, was filed in Court here a petition, affidavit and order of Court for re-sale of real estate sold to George E. Boone, which is in the words following, to wit:

George E. Boone	)	No. 4511 Chancery
vs.	)	In the Circuit Court for Somerset
Annie Lawson Milligan, et als	)	County, in Equity.

- - - - -

To the Honorable, the Judges of said Court:

The petition of Stanley G. Robins and Harry C. Dashiell, Trustees, appointed by the decree of this Honorable Court in this cause to sell the property in the proceedings mentioned, respectfully represents:

1. That in execution of the authority vested in them by said decree, they did, on the 10th day of February, nineteen hundred and thirty-four, sell the lots of land hereinafter mentioned unto a certain George E. Boone of Somerset County, Maryland, at and for the sum of four hundred and eight dollars and fifty cents ($408.50), cash, to be paid on the day of the ratification of said sale by this Court, that is to say:

Your Trustees sold the following lots lying on the north side of the town of Crisfield, in Crisfield Election District, as laid down on a plat recorded with the deed of partition by and between Hance Lawson and others, recorded among Land Records of Said Somerset County, Maryland, in Liber H. F. L. No. 1 folio 130;

Lots, 2, 3 and 4 in Block 9
Lots 1 and 4 in Block 13
Lots 3 and 4 in Block 16
Lots 2,3 and 4 in Block 23
Lots 1, 4 and 6 in Block 27
Lots 2, 3 and 4 in Block 29
Lots 1 and 4 in Block 33
Lots 2, 3 and 4 in Block 35
Lots 1, 4 and 5 in Block 39
Lots 2, 3 and 4 in Block 41
Lots 1, 4 and 6 in Block 45
Lots 2, 3 and 4 in Block 47
Lots 1 and 4 in Block 51
Lots 2, 3 and 4 in Block 53
Lots 1, 4 and 5 in Block 57
Lots 2, 3 and 4 in Block 59
Lots 1, 4 and 6 in Block 63
Lots 2, 3 and 4 in Block 65
Lots 1 and 4 in Block 69
Lots 2, 3 and 4 in Block 71
Lots 1, 4 and 5 in Block 75
Lots 2, 3 and 4 in Block 77
Lots 1 and 4 in Block 81
Lots 1 and 4 in Block 86
Lots 1, 4 and 5 in Block 91
Lots 1, 4 and 5 in Block 96
Lots 1 and 4 in Block 101
Lots 1 and 4 in Block 106
Lots 1 and 4 in Block 110
Lots 1 and 4 in Block 114
Lots 1 and 4 in Block 118
Lots 1 and 4 in Block 122
Lot 1 in Block 125 and Lot 1 in Block 128
Lot 1 in Block 131 and Lot 1 in Block 134
Lot 1 in Block 137 and Lot 1 in Block 139
Lot 1 in Block 141 and Lot 1 in Block 143
Lock 1 in Block 144

And the following lots on the south side of the town of Crisfield as laid down in a deed of partition by and between Hance Lawson and others, recorded among the land records of said County in Liber H. F. L. No. 1 folio 50:

Lot 14 in Block 3
Lot 12 in Block 4
Lots 1 and 5 in Block 9
Lot 3 in Block 12
Lots 1 and 5 in Block 14
Lots 3 and 7 in Block 17
Lots 6 and 8 in Block 18
Lot 1 in Block 19
Lots 3 and 7 in Block 22
Lots 6 and 8 in Block 23
Lot 1 in Block 24
Lots 3 and 7 in Block 25
Lot 1 in Block 27
Lots 2 and 6 in Block 28
Lots 6 and 8 in Block 29
Lot 1 in Block 30
Lot 4 in Block 31
Lots 1, 6 and 8 in Block 32
Lot 1 in Block 33
Lots 3 and 7 in Block 34
Lots 1, 6, 8, 9, 14 and 16 in Block 35

2. That said sale has been duly reported to and ratified by this Court, as by said report, and the proceedings thereon, now remaining in this Court, will appear.

3. That the said George E. Boone has paid no part of the aforesaid purchase money, although he has been duly notified of the ratification of the sale, so made to him as aforesaid, and has been required by your petititoners to pay for the same.

Your petitioners therefore, pray:

(a) That the said George E. Boone may be compelled, by decree or order of this Court, to pay the said purchase money, with interest thereon, and in default thereof, that the said property may be decreed to be sold at the risk of the said George E. Boone for the payment of the same.

(b) That your petitioners may have such other and further relief as their case may require.

Stanley G. Robins
Harry C. Dashiell
Trustees

State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of July, 1935, before me the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, one of the aforesaid Trustees as herein set forth and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein stated to the best of their knowledge and belief.

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

Seal of Notary — Benjamin L. Barnes, Notary Public.

ON the aforegoing petition, it is ordered this 9th dayof July, nineteen hundred and thirty-five, by the Circuit Court for Somerset County, in Equity, that the said George E. Boone bring into this Court the sum of Four Hundred and Eight Dollars and Fifty cents ($408.50), with interest thereon from the 10th day of February, nineteen hundred and thirty-four, or show good cause to the contrary, on or before the 25th day of July, 1935; provided a copy of this order, together with a copy of the aforegoing petition, be served on the said George E. Boone on or before the 15th day of July, 1935.

James M. Crockett, Judge.

A copy of the within petition and order having been duly served on the said George E. Boone, and he having failedto bring into Court, the sum of money, with interest, therein mentioned, or to show cause to the contrary.

It is thereupon, this 7th day of August, nineteen hundred and thirty-five, on motion of the said Trustees, ordered by the Circuit Court for Somerset County, in Equity, that the property in the said petition mentioned be re-sold by the said Trustees for the payment of the purchase money thereof, with interest as aforesaid and the cost of this proceeding, in the manner directed by the original decree, viz: one-third in cash on the day of sale, the balance of the purchase money to be paid in two two equal semi-annual installments from the day of sale, the whole to bear in interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser or purchasers with a surety or sureties to be approved by the Trustees, or all cash at the option of the purchaser or purchasers.

And it is further ordered that said re-sale be made at the risk of the said George E. Boone.

James M. Crockett, Judge.

And thereafter to wit, on the twenty-fifth day of July, in the year nineteen hundred and thirty-five, the following order was filed, to wit:

George E. Boone	)	In the Circuit Court for Somerset
vs	)	County, Maryland.
Annie Lawson Milligan, et al	)	No. 4511 Chancery

- - - - -

Upon the application of George E. Boone, it is this 25th day of July, 1935, by the Circuit Court for Somerset County, Maryland, sitting in Equity, ordered that the time for showing cause why said George E. Boone should not bring into this Court the sum of $408.50, as provided by an order of this Court upon the petition of Stanley G. Robins and Harry C. Dashiell, trustees, passed July 9th, 1935, be and the same is hereby extended from this date to and including the twenty-ninth dayof July, 1935.

James M. Crockett, Judge.

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

George E. Boone	)	No. 4511 Chancery
vs.	)	In the Circuit Court for Somerset
Annie Lawson Milligan, et als	)	County, in Equity.

- - - - - -

To the Honorable, the Judges of said Court:

The report of Stanley G. Robins and Harry C. Dashiell, Trustees appointed by decree of the Circuit Court for Somerset County, in Equity, passed in the above entitled cause, dated the 10th day of January, nineteen hundred and thirty four, to make sale of certain real estate therein mentioned, and an order of the said Court for a re-sale of a part of said real estate having been passed on the 7th day of August, nineteen hundred and thirty-five, respectfully represents:

That after giving bond with security for the faithful performance of their trust and after having complied with all the other prerequisites as required bylaw and the said original decree as well as the aforesaid order for re-sale, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the CRISFIELD TIMES, a weekly newspaper printed and published in said Somerset County, for at least three successive weeks and at least twenty one days before the day of sale, they did, pursuant to said notice and advertisement, attend in front of the Post Office at Crisfield, Maryland, on Saturday, December 14, nineteen hundred and thirty five, at or about the hour of two o'clock P. M., and then and there proceed with the re-sale of the real estate mentioned and described in the aforesaid order of Court therefor and also mentioned and described in said advertisement, in manner following, that is to say:

Your Trustees offered marsh lots and water lots as laid down on plats hereinafter referred to and all of the lots in each of the blocks referred to were offered for sale at the same time, so that there was struck off to the purchaser in each case all the lots in each of the blocks as advertised, that is to say:

Your Trustees sold the following lots on the north side of the town of Crisfield, in Crisfield Election District, Somerset County, Maryland, as laid down on a plat recorded with the deed of partition by and between Hance Lawson and others, recorded among the land records of said Somerset County in Liber H. F. L. No. 1 folio 130;

To Solomon S. Crandall of said County and State, the following lots at the purchase price as stated:

Lots 1 & 4 in Block 51	$1.50
Lots 1, 4 & 5 in Block 57	3.00
Lots 1, 4 & 6 in Block 63	7.50
Lots 1 & 4 in Block 81	4.00
Lots 1 & e in Block 86	5.50
Lots 1 & 4 in Block 106	4.00
Lots 1 & 4 in Block 114	5.50
Lots 1 & 4 in Block 118	1.50
Lots 1 & 4 in Block 122	1.50
Lot 1 in Block 125	.75
Lot 1 in Block 131	1.00
Lot 1 in Block 134	.75
Lot 1 in Block 137	.75
Lot 1 in Block 139	.75
Lot 1 in Block 141	.75
Lot 1 in Block 143	.75

And the total amount of the sale of the aforesaid lots in their respective blocks to the said Crandall is thirty nine dollars and fifty cents; and the said Crandall has complied with the terms of said sale by paying one-third thereof in cash and the balance is to be paid upon the ratification of said sale.

To Lloyd Boone of the said County and State the following lots on said north side at the purchase price as stated, viz:

Lots 3 & 4 in Block 16	2.50
Lots 2, 3 & 4 in Block 29	2.25
Lots 2, 3 & 4 in Block 35	1.50
Lots 2, 3 & 4 in Block 41	1.50
Lots 2, 3 & 4 in Block 53	2.40

And the total amount of the sale of the aforesaid lots intheir respective blocks to the said Lloyd Boone is ten dollars and fifteen cents; and the said Boone has complied with the terms of said sale to the satisfaction of your said Trustees.

To William E. Gibson of the said County and State the following lots on said north side at the purchase price as stated, viz:

Lots 2, 3 & 4 in Block 9	3.45
Lots 2, 3 & 4 in Block 23	3.00
Lots 1 & 4 in Block 101	1.00
Lots 1 & 4 in Block 110	1.00
Lot 1 in Block 128	.50

And the total amount of the sale of the aforesaid lots in their respective blocks to the said William E. Gibson is eight dollars and ninety five cents; and the said Gibson has complied with the terms of said sale to the satisfaction of your said Trustees.

To Wallace M. Quinn of the said County and State the following lots on the north side at the purchase price as stated, viz:

Lots 1 & 4 in Block 13	6.00
Lots 1, 4 & 6 in Block 27	3.75
Lots 1 & 4 in Block 33	8.00
Lots 1, 4 & 5 in Block 39	15.00
Lots 1, 4 & 6 in Block 45	18.00

And the total amount of the sale of the aforesaid lots in their respective blocks to the said Wallace M. Quinn is fifty dollars and seventy five cents; and the said Quinn has complied with the terms of said sale to the satisfaction of your said Trustees.

To Lorie C. Quinn of the said County and State the following lots on the north side, at the purchase price as stated, viz:

Lots 2, 3 & 4 in Block 47	3.00
Lots 2, 3 & 4 in Block 59	1.50
Lots 2, 3 & 4 in Block 77	1.50
Lot 1 in Block 144	3.25

And the total amount of the sale of the aforesaid lots in their respective blocks to the said Lorie C. Quinn is nine dollars and twenty five cents; and the said Quinn has complied with the terms of said sale by paying one-third of the amount thereof in cash, the balance to be paid upon the ratification of the sale.

To Lorie A. Burton of the said County and State the following lots on the north side, at the purchase price as stated, viz:

Lots 2, 3 & 4 in Block 65	$ 4.50
Lots 1 & 4 in Block 69	1.50
Lots 2, 3 & 4 in Block 71	6.75
Lots 1, 4 & 5 in Block 75	14.25
Lots 1, 4 & 5 in Block 91	2.25
Lots 1, 4 & 5 in Block 96	2.25

And the total amount of the sale of the aforesaid lots in their respective blocks to the said Lorie A. Burton is thirty one dollars and fifty cents; and the said Burton has complied with the terms of said sale by paying one-third of the amount thereof in cash, the balance to be paid upon the ratification of the sale.

And your said Trustees sold the following lots in the manner aforesaid on the south side of the said town of Crisfield as laid down in a deed of partition by and between Hance Lawson and others, recorded among the land records of said Somerset County in Liber H. F. L. No. 1 folio 50etc., that is to say:

To Solomon S. Crandall aforesaid the following lots on the south side of said town, at the purchase price as stated, viz:

Lot 14 in Block 3	32.00
Lot 12 in Block 4	72.50
Lots 1 & 5 in Block 14	15.00
Lots 3 & 7 in Block 17	6.00
Lots 3 & 7 in Block 22	2.00
Lots 6 & 8 in Block 23	2.00
Lots 3 & 7 in Block 25	2.00
Lots 6 & 8 in Block 26	2.00
Lot 1 in Block 27	1.00
Lots 2 & 6 in Block 28	2.00
Lots 6 & 8 in Block 29	2.00
Lot 4 in Block 31	2.00

And the total amount of the sale of the aforesaid lots in their respective blocks to the said Solomon S. Crandall is one hundred and forty dollars and fifty cents; and the said Crandall has complied with the terms of said sale by paying one-third thereof in cash, the balance to be paid upon the ratification of this sale as aforesaid.

To the said Lorie C. Quinn the following lots on the south side, at the purchase price as stated, viz:

Lots 6 & 8 in Block 18	6.00
Lot 1 in Block 24	1.25
Lot 1 in Block 33	5.25
Lots 3 & 7 in Block 34	9.00

And the total amount of the sale of the aforesaid lots in their respective blocks to the said Lorie C. Quinn is twenty one dollars and fifty cents; and the said Quinn has complied with the terms of said sale by paying one third thereof in cash, the balance to be paid upon the ratification of the sale.

To the said Lloyd Boone the following lots on the south side, at the purchase price as stated, viz:

Lots 1 & 5 in Block 9	22.00
Lot 1 in Block 19	1.00
Lot 1 in Block 30	2.75

And the total amount of the sale of the aforesaid lots in their respective blocks to the said Lloyd Boone is twenty five dollars and seventy five cents; and the said Boone has complied with the terms of said sale to the satisfaction of your said Trustees.

To Wallace M. Quinn the following lots on the south side, at the purchase price as stated, viz:

Lots 1, 6 & 8 in Block 32	7.50
Lots 1, 6, 8, 9, 14,& 16 in Block 35	9.00

And the total amount of the sale of the aforesaidlots in their respective blocks to the said Quinn is sixteen dollars and fifty cents; and the said Quinn has complied with the terms of sale to the satisfaction of your said Trustees.

To Elizabeth Green of the said County And State lot 3 in Block 12, on the south side of said town, at and for the sum of one dollar, which the said purchaser paid in full, in cash.

All of which is respectfully submitted,

Stanley G. Robins

Harry C. Dashiell

Trustees

State of Maryland, Somerset County, to wit:

I hereby certify that on this 24th day of December, 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 Stanley G. Robins and Harry C. Dashiell, Trustees mentioned in the above report of sales, and made oath in due form of law that the matters and things contained and stated in the foregoing report of sales are true as therein set forth to the best of their knowledge and belief and that the sale therein reported was fairly made.

Seal of Notary — Benjamin L. Barnes, Notary Public

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

George E. Boone	)	No. 4511 Chancery
vs	)	In the Circuit Court for
Annie Lawson Milligan, et als	)	Somerset County, in Equity

- - - - -

ORDERED, by the Circuit Court for Somerset County, in Equity, that the re-sale of the real estate mentioned in these proceedings, made and reported by Stanley G. Robins and Harry C. Dashiell, Trustees appointed by a decree of this Court in the proceedings in the above entitled cause to make sale of said real estate, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th day of January, 1936, provided a copy of this order be inserted in some weekly newspaper printed and published insaid Somerset County once in each of three successive weeks before the 24th day of January, 1936.

The report states the amount of sales to be $355.35.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the twenty-ninth day of January, in the year nineteen hundred and thirty-six, came again into Court here the said complainant, by his solicitors aforesaid, and on motion of the said complainant by his solicitors, aforesaid, the Court here passed the following order, to wit:

George E. Boone	)	No. 4511 Chancery
vs.	)	In the Circuit Court for
Annie Lawson Milligan, et als	)	Somerset County, in Equity.

- - - - - - - -

ORDERED by the Circuit Court for Somerset County, in Equity, this 29th day of January, nineteen hundred and thirty-six, that the sale of the real estate made and reported by Stanley G. Robins and Harry C. Dashiell, Trustees as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the ORDER NISI passed in said cause, and the said Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor or to the special auditor heretofore appointed 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.

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 fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-six.

Were present, Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.
Wm. H. Dryden, 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 tax sale of real estate in Princess Anne, East Princess Anne Election Distrist, Somerset County, Maryland, assessed to Georgia G. Jones estate and Dorothy Bruff, for the year 1934, made and reported by the President and Commissioners of Princess Anne, through their President Clarence W. Phillips, for said year. Harry G. Shockley, purchaser, ex-parte.	Be it remembered, that heretofore, to wit, on the eighth day of April, in the year nineteen hundred and thirty-six, a certain Clarence W. Phillips, President of the Commissioners of Princess Anne, for the year 1934, by his solicitor, Edgar A. Jones, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in the Town of Princess Anne, East Princess Anne Election District, Somerset County, Maryland, assessed to Georgia G. Jones estate and Dorothy Bruff, for the year 1934, made and reported by the President and Commissioners of Princess Anne, through their President, Clarence W. Phillips, for said year. Harry G. Shockley, purchaser, ex-parte.	No. 4803 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of the President and Commissioners of Princess Anne, Somerset County, Maryland, through their Presdient, Clarence W. Phillips, respectfully represents:

That on or before the first Monday in July, in the year nineteen hundred and thirty-four, the President and Commissioners of Princess Anne made an annual levy of municipal taxes upon the taxable property within the corporate limits of the town of Princess Anne and promptly thereafter and before the first day of September they did prepare tax bills for each tax payer, showing the amount due from each tax payer for taxes for said year, as determined by said levy and forwarded said tax bills by mail or delivered the same to the person or persons or corporate institutions or to the agent of the person or persons or corporate institutions to whom the property included in such tax bills was assessed, so far as their residence or post office address was known as ascertained by said President and Commissioners of Princess Anne, to which said tax bills a notice was annexed that if said taxes were not paid on or before the first day of January, nineteen hundred and thirty-five, said taxes, with interest thereon, would be collected by process of law.

That by said levy the President and Commissioners of Princess Anne did levy upon and secure a lien upon the property assessed to Georgia G. Jones estate and Dorothy Bruff, in the town of

Princess Anne, East Princess Anne Election District, Somerset County, Maryland, the sum of nineteen dollars and thirty cents, and that the said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty-five.

That said municipal taxes for the said year of nineteen hundred and thirty-four being still due and in arrears constituted a lien upon the real estate of said Georgia G. Jones estate and Dorothy Bruff in the town of Princess Anne, Somerset County, Maryland, and we, the said President and Commissioners of Princess Annehaving found it necessary to enforce the payment of said taxes for said year by a sale of said real estate and said real estate not being capable of division, in our judgment, and advertised the whole of said real estate in The Somerset News, a newspaper published in Somerset County, Maryland, once a week for four successive weeks before the day of sale and also by notice set up at the Court House door in Princess Anne in said County, giving notice of the time, place and terms of sale, the year or years for which taxes were due and to whom the property was assessed, the quantity offered for sale and such other description as definitely identified said property, and that we, the President and Commissioners of Princess Anne, in pursuanee of said notice and advertisement, did on Tuesday, May seventh, nineteen hundred and thirty-five, at about the hour of 2:00 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 Georgia G. Jones estate and Dorothy Bruff, in the town of Princess Anne, East Princess Anne Election District, for said year described as follows:

All that lot of land located at the corner of Main and Broad Streets, binding on the east side of Main Street and the south side of Broad Street, bounded on the south by the land of Clarence W. Phillips and wife, on the east by the land of Mary Bell, having a front on said Main Street of 76 feet and a depth from said Main Street of 112 feet; and sold the same to Harry G. Shockley, of Salisbury, Maryland, he being then and their the highest bidder therefor, at and for the sum of three hundred dollars, which he has fully paid, and a copy of said advertisement is herewith filed as part of this report, marked "Exhibit A" and the President and Commissioners of Princess Anne, through me, Clarence W. Phillips, their President, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Clarence W. Phillips

President of the President and Commissioners of Princess Anne, Maryland, a municipal corporation.

STATE OF MARYLAND SOMERSET COUNTY, to-wit:-

I hereby certify that on this 8th day of April, nineteen hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Clarence W. Phillips, President of the President and Commissioners of Princess Anne and made oath in due form of law that the matters and things stated in the aforegoing report are true as therein stated, 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 first above written.

Benjamin L. Barnes, SEAL OF
Notary Public. NOTARY

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

SALE OF REAL ESTATE FOR TAXES

DUE PRESIDENT AND COMMISSIONERS OF PRINCESS ANNE

By virtue of the power and authority vested in the undersigned President and Commissioners

of Princess Anne, by Chapter 67 of the Acts of the General Assembly of Maryland of the Special Session of 1933, we hereby give notice that on Tuesday, May 7th, 1935, beginning at the hour of 2:00 P. M., at the Court House Door in Princess Anne, Maryland, the undersigned President and Commissioners of Princess Anne, will sell at public auction for cash all the several lots and parcels of land located in said Princess Anne hereinafter severally mentioned and described to pay and satisfy Municipal taxes levied by the said President and Commissioners of Princess Anne, against the said hereinafter described lots and parcels of land for the year 1934, as charged and due from the several persons to whom the same are respectively assessed, which said taxes are now due and in arfears for said year, together with interest accrued thereon in each instance and costs of sale.

All that lot of land located at the corner of Main and Broad Streets, binding on the east side of Main Street and the south side of Broad Street, bounded on the south by the land of Clarence W. Phillips and wife, on the east by the land of Mary Bell, having a front on said Main Street of 76 feet and a depth from said Main Street of 112 feet, assessed to the Georgia G. Jones estate and Miss Dorothy Bruff for said year.

By order of PRESIDENT AND COMMISSIONERS OF PRINCESS ANNE.

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 the Town of Princess Anne, East Princess Anne Election District, Somerset County, Maryland, assessed to Georgia G. Jones estate and Dorothy Bruff, for the year 1934, made and reported by the President and Commissioners of Princess Anne, through their President, Clarence W. Phillips, for said year. Harry G. Shockley, purchaser, ex-parte.	)	No. 4803 Chancery In the Circuit Court for Somerset County, Maryland.

Whereas the President and Commissioners of Princess Anne, a municipal corporation, and Clarence W. Phillips, its President, has reported to the Circuit Court for Somerset County, in Equity, a sale made by it, the President and Commissioners of Princess Anne, to Harry G. Shockley, all that lot of land located at the corner of Main and Broad Streets, binding on the east side of Main Street and the south side of Broad Street, bounded on the south by the land of Clarence W. Phillips and wife, on the east by the land of Mary Bell, having a front on said Main Street of 76 feet and a depth from said Main Street of 112 feet, assessed to the Georgia G. Jones estate and Miss Dorothy Bruff for the year 1934, and sold for the payment of taxes due the said President and Commissioners for said year, together with all the proceedings in relation to said sale and whereas by careful examination it appears to the Court that the proceedings are regular and that the provisions of the law in relation thereto have been complied with, it is thereupon this 11th dayof April, nineteen hundred and thirty-six, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that notice be given by publication of a copy of this order in some newspaper published in Somerset County, once a week for three successive weeks, before the 20th day of May, nineteen hundred and thirty-six, requiring all persons interested in said property so sold to be and appear in this Court on or before the 15th day of June, nineteen hundred and thirty-six, 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 three hundred dollars.

James M. Crockett

Judge of said Court.

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

Ordered by the Circuit Court for Somerset County, this first day of July, nineteen hundred and thirty-six, that the sale made and reported by Clarence W. Phillips, President of the President and Commissioners of Princess Anne, in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause.

And it is further ordered that the matter be referred to the auditor to state an account.

James M. Crockett, Judge.

And thereafter, to wit, on the sixth day of May, nineteen hundred and thirty-six, the following exception and payment into Court was filed by Samuel S. Sapero, administrator of Abraham Goodman, deceased, by L. Creston Beauchamp, his solicitor, in the words following, to wit:

President and Commissioners	)	No. 4803 Chancery
of Princess Anne, Maryland	)	In the Circuit Court for
Ex parte.	)	Somerset County, Maryland.
	)	

To the Honorable, the Judge of said Court.

Samuel S. Sapero, administrator of Abraham Goodman, deceased, by L. Creston Beauchamp, his attorney, respectfully represents:

1. That at the time of his death and for some years prior thereto the said Abraham Goodman was the owner of certain leasehold property on main and Broad streets, in Princess Anne, Maryland, mentioned in the report of the tax sale filed in this cause, which lease was first given by Georgia Jones to James I. Dennis by least dated the 28th of April, 1914, recorded among the land records of said Somerset County in Liber W. J. S. No. 66, folio 373, and which was finally conveyed to Joseph Goodman by deed dated the 22d of September, 1928, recorded among said Land records in Liber G. W. L. No. 97, folio 104, and which, upon the death of the said Joseph Goodman devolved upon his father, the said Abraham Goodman, and that the said Samuel S. Sapero was duly appointed administrator of the said Abraham Goodman by the Orphans Court for said Somerset County, and has duly qualified.

2. That the President and Commissioners of Princess Anne, Maryland, on May 7th, 1935, sold certain lands in said town to pay unsatisfied town taxes due said town, and that included among said lands was a certain parcel assessed to the Georgie Jones estate, and reported in this cause, and that included in said parcel was the lot so as aforesaid leased to and owned by the estate of the said Abraham Goodman, deceased.

3. That the Treasurer of said town has computed and apportioned the amount of corporation or town taxes assessed against and due on the aforesaid leased property for the years for which the property was sold to be fifty-three dollars and thirty cents, which together with costs and fifteen per cent interest amount to sixty-five dollars and ninety cents, and that the sum of one hundred and thirteen dollars and five cents has been paid into Court to pay said sixty-five dollars and ninety cents and all costs which may be chargeable against said leased land, including the costs in this Court.

And as in duty bound, etc.

L. Creston Beauchamp

Attorney for Samuel Sapero, Admr.

And thereafter, to wit, on the seventh day of May, nineteen hundred and thirty-six, the following answer and exceptions of Samuel S. Sapero, Admr. etc. was filed, to wit:

In the matter of the tax sale of real estate in the Town of Princess Anne, East Princess Anne Election District, Somerset County, Maryland, assessed to Georgia G. Jones estate, and Dorothy Bruff, for the year 1934, made and reported by the President and Commissioners of Princess Anne, through their President, Clarence W. Phillips, for said year.	No. 4803 Chancery In the Circuit Court for Somerset County, Maryland.

TO THE HONORABLE THE JUDGE OF SAID COURT:

Samuel S. Sapero, Administrator of the Estate of Abraham Goodman, prays that he may be made a party to these proceedings and says that the tax sale herein should not be ratified and confirmed for the following reasons:

1. That although a party in interest, Abraham Goodman possessing a leasehold estate in a part of the lot of land sold in said tax sale, which fact was notorious in the Town of Princess Anne, and well known to the Commissioners and Treasurer of said Town, said Commissioners proceeded to sell said lot without giving any notice to him, nor did they ever mail or leave with him any tax bill.

2. That on May 5, 1936, he deposited with the Clerk of the Circuit Court for Somerset County the sum of two hundred thirteen dollars and five cents ($213.05), which he was informed represented the proportionate share of the whole sum for which the lot was sold, which was chargeable against the leasehold estate herein referred to, together with interest at 15% and costs of sale. Said apportionment was made by the County Treasurer and by the Town Treasurer, and being so apportioned by properly constituted officials in the exercise of their official duties, it is presumed to be correct. If the Court should determine that a different or larger sum is due for the redemption of the leasehold interest referred to, he stands ready and willing to make such further deposit as may be directed by the Court.

3. That it does not affirmatively appear that all the provisions of the laws of Maryland, Code 1935, Art. 81, and local law, Ch. 67, Acts of 1933 Special Session, have been complied with.

4. That within one year after may 7, 1935, he filed a bill of complaint in equity in this Court, naming the purchaser herein as defendant, praying redemption of the lot of land upon reimbursement to the said purchaser at the said tax sale.

WHEREFORE, the said Samuel S. Sapero, Administrator prays:

1. That said tax sale be not ratified and confirmed.
2. That the leasehold interest aforesaid be declared redeemed from said tax sale, and,
3. That he may receive such other and further relief as his case may require.

And as in duty bound, etc.

Julius F. Sandrock
Sol'r for Samuel S. Sapero, etc.

And thereafter to wit, on the eighteenth day of May, in the year nineteen hundred and thirty-six, the following petition by Harry G. Shockley, purchaser, to intervene as party respondent and demur and/or answer and Order of Court thereon was filed, to wit:

In the matter of the tax sale of real estate in the town of Princess Anne, East Princess Anne Election District, Somerset County, Maryland, assessed to Georgia G. Jones estate and Dorothy Bruff, for the year 1934, made and reported by the President and Commissioners of Princess Anne, through their President, Clarence W. Phillips, for said year.	)	In the Circuit Court for Somerset County, Maryland. In Equity. No. 4803 Chancery.

To the Honorable, the Judges of said Court:-

The petition of Harry G. Shockely, by Staton, Whaley & Price, his solicitors, respectfully represents:

1. That your petitioner is the purchaser of the real estate sold and reported in the above entitled cause, as will more fully appear by reference to the proceedings therein, and from said proceedings it will further appear that a certain Samuel S. Sapero, allegedly the administrator of the Estate of a certain Abraham Goodman, has injected himself into these proceedings and, claiming an interest in said real estate or a part thereof on the part of his said alleged decedent, has prayed that said tax sale be not ratified and confirmed, which prayer, if granted, would injuriously affect your petitioner's interests.

Wherefore your petitioner prays your Honors to pass an order granting him leave to intervene in these proceedings as a party respondent and file such demurrer and answer therein as may appear necessary to protect his interests in the premises.

And as in duty bound, etc.

Staton, Whaley & Price
Solicitors for Petitioner.

Upon the foregoing petition, it is ordered this 15th day of May, 1936, in the above entitled case, by the Circuit Court for Somerset County, Maryland, sitting in Equity, that leave be and the same is hereby granted to the petitioner asprayed to intervene as a party respondent and to file in said cause such demurrer and answer as may appear necessary to protect his interests in the premises; but such demurrer and answer or either or them shall be filed on or before the 30th day of May, 1936.

James M. Crockett, Judge.

And thereafter, to wit, on the twenty-seventh day of May, in the year nineteen hundred and thirty-six, the following prayer and leave for extension of time to filed answer was filed, to wit:

In the matter of the tax sale of real estate in the town of Princess Anne, East Princess Anne Election District, Somerset County, Maryland, assessed to Georgia G. Jones estate and Dorothy Bruff, for the year 1934, made and reported by the President and Commissioners of Princess Anne, through their president, Clarence W. Phillips, for said year.	)	No. 4803 Chancery In the Circuit Court for Somerset County, In Equity.

To the Honorable, the Judges of said Court:-

The Petition of Harry G. Shockely, by Staton, Whaley & Price and Edgar A. Jones, his solicitors, respectfully represents:-

1. That heretofore, to-wit, on the 15th day of May, 1936, leave was granted the petitioner

to intervene as a party respondent and to file in this cause such demurrer and answer as might appear necessary to protect his interests in the premises, said demurrer and answer or either of them to filed on or before the 30th day of May, 1936.

2. That since the filing of said order granting the petitioner leave to intervene certain matters have arisen which make it important that Petitioner have a greater length of time in which to file his demurrer or answer.

Your Petitioner therefore prays the Court to grant him an extension of time in which to file such demurrer or answer or both as may appear necessary to protect his interests.

And as in duty bound, etc.

Edgar A. Jones
Solicitors for Petitioner.

Upon which foregoing Petition it is ordered this 27th day of May, 1936, by the Circuit Court for Somerset County, sitting in Equity, that leave be and the same is hereby granted the Petitioner an extension of time in which to file his demurrer or answer in the above entitled case, but such demurrer or answer or either of them shall be filed on or before the 30th day of June, 1936.

James M. Crockett, Judge.

And thereafter, to wit, on the thirtieth day of June, nineteenhundred and thirty-six, the following petition and order to dismiss caveat was filed, to wit:

President and Commissioners	)	No. 4803 Chancery
of Princess Anne, Ex parte.	)	Ih the Circuit Court for
	)	Somerset County, Maryland.

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

The petition of Samuel S. Sapero, administrator of the estate of Abraham Goodman, deceased, respectfully represents:

That since the filing of the caveat to the tax sale in the above entitled proceedings, your administrator has received an offer to purchase the lease of the property mentioned, in said caveat owned by the estate of the said Abraham Goodman, deceased, and that your petitioner believed it will be to the advantage of said estate to accept said offer; and that your petitioner desires to with-draw said caveat and allow the sale therein mentioned to be ratified in order that he may accept the above offer, upon the authorization thereof by the Orphans Court for said Somerset County.

Your petitioner therefore respectfully asks the Court to pass an order allowing him to withdraw the caveat filed in the above entitled cause.

Respectfully submitted.

L. Creston Beauchamp. Samuel S. Sapero
Julius T. Sandrock Administrator
Sol'r for Samuel S. Sapero, Admr.

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

Upon the foregoing petition, it is this 30th of June, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, ordered, adjudged and decreed that the said Samuel S. Sapero, administrator of Abraham Goodman, deceased, be and he is hereby permitted to dismiss from the proceedings in the case of President and Commissioners of Princess Anne, Ex parte, above mentioned, the caveat therein filed, and also that the Clerk is directed to return to the petitioner the money paid by the petitioner to redeem said property, upon such dismissal.

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 fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-seven.

Were present, Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.
William H. Dryden, Sheriff. J. Millard Tawes, Clerk.

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

Edgar S. Jones, ex parte, trust created by mortgage from S. C. and J. W. Lewis to Peoples Bank of Somerset County.	Be it remembered that heretofore, to wit, on the twenty-eighth day of October, nineteen hundred and thirty-six, 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 Surrilda C. Lewis and John W. Lewis, her husband, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 6th day of March, in the year nineteen hundred and twentysix, by Surrilda C. Lewis and John W. Lewis, her husband, of Somerset County, Maryland, witnesseth:

Whereas, the said Surrilda C. Lewis and John W. Lewis, her husband, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of fifteen hundred dollars for money this dayloaned by said Peoples Bank of Somerset County, evidenced by the bill obligatory of the said Surrilda C. Lewis and John W. Lewis, her husband, for said sum of fifteen 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 fifteen hundred dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises the said Surrilda C. Lewis and John W. Lewis, her husband, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that farm or tract of land situate, lying and being in Brinkley's Election District, Somerset County, Maryland, adjoining the lands of Charles P. Barnes and others, and back from the east side of the state road leading from Kingston to Marion, and containing 147 acres, more or less; being the same and all the land which was conveyed to the said Surrilda C. Lewis by Millard Lewis by deed dated the 3d of August, 1920, recorded among the land records of said Somerset County in Liber W. J. S. No. 81, folio 205 etc.

To which said deed and all the references and description therein contained, special reference is here made, as a part hereof, for full and accurate description of the property hereby conveyed.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper

use and benefit of the said Mortgagee, its successors and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Surrilda C. Lewis and John W. Lewis, her husband, 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.

WITNESS the hands and seals of said mortgagors.

Test:	Serrildy C. Lewis	)SEAL)
Vernon E. White.	John W. Lewis	(SEAL)

STATE OF MARYLAND SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of March, 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 Surrilda C. Lewis and John W. Lewis, her husband, the mortgagors named in the foregoing mortgage and each duly acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Omar J. Croswell, cashier of Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he the said Omar J. Croswell, is the cashier and agent of the 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.

Vernon E. White, SEAL OF
Notary Public. NOTARY

Received for Record March 6th, 1926, and recorded in Liber W. J. S. No. 89, folio 406 etc, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

FOR VALUE RECEIVED the Peoples Bank of Somerset County, hereby assigns the within mortgage unto The Del-Mar-Va Mortgage Company, a Delaware Corporation.

IN WITNESS WHEREOF, the Peoples Bank of Somerset County has caused this assignment to be executed by its President and its corporate seal to be hereunto affixed this 24th day of December, A. D. 1930.

CORPORATE SEAL

PEOPLES BANK OF SOMERSET COUNTY.
By Henry J. Waters
President.

Attest: O. J. Croswell, Cashier.

Filed for Record January 5th, 1931 and recorded in Liber W. J. S. No. 89, folio 406, .

Test: J. Millard Tawes, Clerk.

Salisbury, Md. January 5, 1932.

FOR VALUE RECEIVED, The Del-Mar-Va Mortgage Company, a body corporate of the State of Delaware hereby assigns the within mortgage and mortgage indebtedness, without recourse, unto John H. Shockley, of Marion, Md.

IN WITNESS WHEREOF, The Del-Mar-Va Mortgage Company has caused this assignment to be duly exeduted by its proper officers, and its corporate seal hereunto affixed, duly attested.

Attest: CORPORATE SEAL THE DEL MAR VA MORTGAGE COMPANY

C. M. Freeman, Secretary. By W. Edgar Porter, Vice-President.

Filed for Record January 6th, 1932, and recorded in Liber W. J. S. No. 89, folio 406.

Test: J. Millard Tawes, Clerk.

Under authority of an order of the Orphans Court for Somerset County and for value received, I hereby assign, the within and aforegoing mortgage to Martha C. Shockley of Somerset County, Maryland.

Witness my hand and seal this 22nd day of NOVEmber, nineteen hundred and thirty-two.

Geo. H. Myers. Witness.

Martha C. Shockley (SEAL)
Executrix of the will of John H. Shockley, deceased.

Filed for Record November 22nd, 1932, and recorded in Liber W. J. S. No. 89, folio 407.

Test: J. Millard Tawes, Clerk.

For value received, I hereby assign the within mortgage from John W. Lewis and Surrilda C. Lewis to the Peoples Bank to C. Foster Matthews, the sum due thereon being fifteen hundred dollars, with interest from the fifth of July, 1935.

Witness my hand and seal this 19th of September, 1935.

Test: Howard G. Price. Mrs. Martha C. Shockley (SEAL)

Filed for Record September 19th, 1935, and recorded in Liber J. M. T. No. 110, folio 25.

Test: J. Millard Tawes, Clerk.

For value received and for the purpose of foreclosure and collection I hereby assign the within mortgage from Surrilda C. Lewis and John W. Lewis to the Peoples Bank of Somerset County, to Edgar A. Jones.

Witness my hand and seal this 28th day of October, 1936.

Witness: Benjamin L. Barnes. C. Foster Matthews (SEAL)

Filed for record October 28th, 1936, and recorded in Liber J. M. T. No. 112, folio 89.

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, C. Foster Matthews and Edward S. Bozman, all of Somerset County, and the State of Maryland, are held and firmly bound unto the said State of Maryland in the full and just sum of three thousand dollars ($3,000.00) 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 28th day of October, 1936.

Whereas by a mortgage dated March 6th, 1926, and recorded among the land records of Somerset County in Liber W. J. S. No. 89, folio 406, Surrilda C. Lewis and John W. Lewis, her husband, conveyed to The Peoples Bank of Somerset County certain real estate in said Somerset County, to secure the payment of the sum therein mentioned, and whereas the said mortgage was duly assigned to C. Foster Matthews, by assignment duly recorded among the said land records, and whereas the said C. Foster Matthews assigned the said mortgage to Edgar A. Jones for the purpose of foreclosure and collection, and whereas the said Edgar A. Jones, by virtue of the power and authority contained in said mortgage, is authorized upon default to sell the property conveyed by said mortgage, and whereas default having 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 and 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)

C. Foster Matthews (SEAL)

Witness: Benjamin L. Barnes. Edward S. Bozman (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 and thirty-six, 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:

Edgar A. Jones, ex parte, under power in a mortgage from Surrilda C. Lewis and husband to the Peoples Bank of Somerset County, assigned to C. Foster Matthews and sold by Edgar A. Jones, Assignee.	)	No. 4941 Chancery In the Circuit Court for SomersetCounty

To the Honorable, the Judge of said Court:

The report of Edgar A. Jones, Assignee of a mortgage from Surrilda C. Lewis and John W. Lewis, her husband, to the Peoples Bank of Somerset County, dated March 6, nineteen hundred and twenty-six, and recorded among the land records of Somerset County in Liber W. J. S. No. 89, folio 406, duly assigned to C. Foster Matthews, and by him assigned to the undersigned for the purpose of foreclosure and collection, respectfully represents.

That acting under the power of sale in said mortgage contained and after default had occurred in the covenants and conditions and terms of said mortgage, and after having filed a bond with approved security 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 newspaper published in said Somerset County once a week for four successive weeks before the day of sale and by handbill posted at the Courthouse door in Princess Anne, Maryland, the said Assignee, pursuant to said notice, did attend at the Courthouse door in Princess Anne in said Somerset County on Tuesday, November 24, 1936, at or about the hour of two o'clock P. M., and then and there proceeded to sell the said real estate as follows.

Your said Assignee offered all that farm or tract of land lying and being in Brinkley's Election District, Somerset County, Maryland, adjoining the lands of Charles P. Barnes, and others, and back from the east side of the state road leading from Kingston to Marion, and containing one hundred forty-seven (147) acres more or less, being the same and all the land which was conveyed to the said Surrilda C. Lewis by Millard Lewis by deed dated August 3, 1920, recorded among the land records of Somerset County in Liber W. J. S. No. 81, Folio 205, and sold the said real estate to R. Brice Whittington of Marion Station, he being then and there the highest bidder therefor, at and for the sum of thirty-seven hundred fifty dollars ($3750.00), and the said purchaser has complied with the terms of the said sale,

Respectfully submitted,

Edgar A. Jones,

Assignee of said Mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 25th day of November, in the year nineteen hundred and thirty-six, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Assignee of the mortgage above referred to, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true as therein stated to the best of his knowledge and belief and that the sale therein quoted 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 Surrilda C; Lewis and husband to the Peoples Bank of Somerset County, assigned to C. Foster Matthews and sold by Edgar A. Jones, Assignee	)	No. 4941 Chancery In the Circuit Court for Somerset County.

Ordered this 25th day of November, in the year nineteen hundred and thirty-six, that the sale of the property mentioned in these proceedings made and reported by Edgar A. Jones, Assignee of the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th day of December, nineteen hundred and thirty-six, provided a copy of this order be inserted in some news paper printed in said Somerset County once in each of three successive weeks before the 26th day of December, nineteen hundred and thirty-six.

The report states the amount of sales to be $3750.00.

J. Millard Tawes,
Clerk of the Circuit Court

And now at this day to wit, on the sixth dayof January, in the year nineteen hundred and thirty-seven, 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 Surrilda C. Lewis and husband to the Peoples Bank of Somerset County, assigned to C. Foster Matthews and sold by Edgar A. Jones, Assignee.	)	No. 4941 Chancery In the Circuit Court for Somerset County

Ordered by the Circuit Court of Somerset County in Equity this sixth day of January, nineteen hundred and thirty-seven, that the sale of the real estate mentioned in these proceedings made and reported by Edgar A. Jones, Assignee of the mortgage 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 it is further ordered that the papers in the case be turned over to the auditor to state an account.

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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In Re: The Mortgaged Real Estate of Charles E. Smith and Ida May Smith, his wife	)	Be it remembered that heretofore to wit, on the fourth day of November, nineteen hundred and thirty-six, a certain Thomas M. Harrington of the City of Baltimore, 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 Otis C. Denston and Cassie Pearl Denston, by a certain Charles E. Smith and Ida May Smith, his wife, of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 31st day of July, in the year nineteen hundred and thirty, by Charles E. Smith and Ida May Smith, his wife, of Somerset County, in the State of Maryland:

Whereas the said Charles E. Smith and Ida May Smith his wife, are justly and bona fide indebted unto Otis C. Denston and Cassie Pearl Denston of said County and State, in the full and just sum of Five Hundred Dollars ($500.00) the same being for the purchase money for the hereinafter described and conveyed, as evidenced by the joint bill obligatory of the said Charles E. Smith and Ida May Smith his wife, to the said Otis C. Denston and Cassie Pearl

Denston, for the sum of Five Hundred Dollars, ($500.00) with interest thereon from the day thereof, payable semi-annually from the date thereof, and bearing even date herewith, the whole principal sum payable three years from the date thereof, and with the option of paying the whole principal sum at any interest paying period of this mortgage, 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 Charles E. Smith and Ida May Smith his wife, do hereby grant and convey unto the said Otis C. Denston and Cassie Pearl Denston, all those lots or parcels of land lying and being situate in West Princess Anne Election District, in Somerset County, in the State of Maryland, and bounded on the North by Passerdyke Branch, on the East by the land of land owned or formerly by David Pryor, on the South by the land owned or formerly owned by Benjamin & Taylor, and on the West by the land owned or formerly owned by John Taylor and containing Fifty five acres of land, more or less, and being the same and all the land which was conveyed unto the said Charles E. Smith by the said Otis C. Denston and Cassie Pearl Denston his wife by deed dated evenly 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 mortgage, reference is here made for a more full and perfect description of the land and premises hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages 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 Charles E. Smith and Ida May Smith, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or Henry J. Waters their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in 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 intheevent 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 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: Charles E. Smith (SEAL)

Vernon E. White. Ida May Smith (SEAL)

STATE OF MARYLAND, County, to wit:

I hereby certify, that on this 31st day of July in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appear Charles E. Smith and Ida May Smith, 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 Otis C. Denston and Cassie Pearl Denston, theabove named mortgagees and did each make oath in due form of law, that the consideration mentioned inthe 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 hereinbefore first written.

Vernon E. White, SEAL OF

Notary Public. NOTARY

Received for Record July 31, 1930, and recorded in Liber G.W. L. No1 98, folio 416, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

FOR VALUE RECEIVED we hereby assign the within and foregoing mortgage unto The Federal Land Bank of Baltimore.

WITNESS our hands and seals this 11 day of September, 1935.

WITNESS: Otis C. Denston (SEAL)

G. G. Markham. Cassie Pearl Denston (SEAL)

Filed for Record October 15th, 1935 and recorded in Liber G. W. L. No. 98, folio 416.

Test: J. Millard Tawes, Clerk.

THE FEDERAL LAND BANK OF BALTIMORE hereby assigns the within and aforegoing mortgage to Thomas M. Harrington, Assignee for the purpose of foreclosure and collection.

IN WITNESS WHEREOF, the said The Federal Land Bank of Baltimore has caused these presents to be executed on its behalf by G. F. O'Neill, its Vice-President, and its corporate seal to be hereunto affixed attested by Ed Willim, Jr., its Secretary, this 30th day of October, 1936.

ATTEST: THE FEDERAL LAND BANK OF BALTIMORE

Ed. Willim, Jr. BY: G. F. O'Neill.

Secretary Vice-President.

Filed for Record November 4th, 1936, and recorded in Liber G. W. L. No. 98, folio 416.

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 Hundred and 00/100 ($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 24th day of November in the year of our Lord one thousand nine hundred and thirty-six.

Whereas, the above bounden Thomas M. Harrington by virtue of the power contained in a mortgage from Charles E. Smith and Ida May Smith, his wife to Otis C. Denston and Cassie Pearl Denston, his wife, bearing date the 31st day of July, 1930, and recorded among the mortgage records of Somerset County in Liber G. W. L. No. 98 Folio 416 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.

Clarice B. Pelton Thomas M. Harrington (SEAL)

As to Surety: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By G. Gillis. By H. L. Jenness, Attorney-in-Fact.

Which said bond was thus thereon endorsed, to wit:

Bond Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fourth day of December, nineteen hundred and 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:

IN RE:	)	No. 4943 Equity
THE MORTGAGED REAL ESTATE OF	)	In the Circuit Court for
CHARLES E. SMITH AND IDA MAY	)	Somerset County, Maryland.
SMITH, his wife.	)	(Sitting in Equity)
	)	

To the Honorable, the Judges of said Court:-

The Report of Thomas M. Harrington, Assignee, respectfully represents:

(1) That under and by virtue of Power of Sale contained in a mortgage from Charles E. Smith and Ida May Smith, his wife, to Otis C. Denston and Cassie Pearl Denston, dated July 31, 1930, and recorded among the Land Records of Somerset County, Maryland, in Liber G. W. L. No. 98, folio 416, which said mortgage was duly assigned to the Federal Land Bank of Baltimore and by the said Assignee assigned to Thomas M. Harrington for the purpose of collection and foreclosure, and after default having occurred in the payment of the principal amount secured by said mortgage and after having given bond with approved security, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in 'The Marylander & Herald', a weekly newspaper published in Princess Anne, Somerset County, Maryland, your Assignee did attend in front of the Court House in Princess Anne, Somerset County, Maryland, on Tuesday, December 1, 1936, at 2:30 o'clock P. M., and did then and there sell at public auction unto The Federal Land Bank of Baltimore, at and for the sum of $300.00, it being at that figure the highest and best bidder therefor, the following described property, to wit:-

All that farm or tract of land, containing 55 acres, more or less, situate in West Princess Anne Election District, Somerset County, Maryland, about one and one-half miles north of the village of Allen, and east of the state road leading from Allen To Fruitland, bounded on the north by other land of the said Charles E. Smith, on the east by land owned by David Pryor, on the south by land owned or formerly owned by Benjamin and Graham, and on the west by the land of Atwood Bennett, BEING all and the same land which was conveyed to the said Charles E. Smith by Otis C. Denston and wife by deed dated July 31, 1930, and recorded among the aforesaid Land Records in Liber G. W. L. No. 100, folio 315, to which deed reference is hereby made for a more particular description of this land.

(2) Your Assignee further reports that the purchaser has complied with the terms of sale.

All of which is respectfully submitted,

Thomas M. Harrington, Assignee.

STATE OF MARYLAND)
) SS.
CITY OF BALTIMORE)

I hereby certify that on this 3rd day of December, 1936, 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, Assignee aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein stated to the best of his knowledge, information and belief, and that the sale therein reported is bona fide and was fairly made.

AS WITNESS, my hand and notarial seal the day and year first above written.

Nellie Eisinger SEAL OF
Notary Public. NOTARY
My commission expires 5/3/37.

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

IN RE:	)	No. 4943 Equity
THE MORTGAGED REAL ESTATE OF	)	In the Circuit Court for
CHARLES E. SMITH AND IDA MAY	)	Somerset County, Maryland
SMITH, his wife.	)	(Sitting in Equity)
	)	

- - - - - -

ORDER NISI

ORDERED, that the sale of the property mentioned in these proceedings, made andreported by Thomas M. Harrington, Assignee in the above cause described, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of January, 1937, provided a copy of this Order be inserted in some newspaper published in Somerset County once in each of three successive weeks before the 2nd day of January, 1937.

The Report states that the amount of sale is $300.00.

J. Millard Tawes,

Clerk of the Circuit Court for
Somerset County, Maryland.

And now at this day to wit, on the sixth day of January, in the year nineteen hundred and thirty-seven, comes againinto Court here the said Assignee and on motion of the said Assignee the Court here passed the following order, to wit:

ORDERED, by the Court this 6th day of January, 1937, that the sale made and reported by Thomas M. Harrington, Assignee aforesaid, in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although the notice appears to have been given as required by the Order Nisi passed in said cause and the Assignee 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.

""

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 fourth 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 B. Daugherty, Sheriff.	J. Millard Tawes, Clerk.

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Horatio Jones and Walter Maddox, 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. Baltimore Trust Company, Trustee under the will of Edward E. Tull, Purchaser ex parte.	Be it remembered that heretofore, to wit, on the twentieth day of September, in the year nineteen hundred and thirty-two, a certain Harry E. Muir, Collector of state and County taxes for East Princess Anne Election District of Somerset County for the year 1929 and 1930, by George H. Myers, his solicitor, exhibited and filed in the Circuit

Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Horatio Jones and Walter Maddox, 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. Baltimore Trust Company, Trustee under the will of Edward E. Tull, Purchaser ex parte.	No. 4438 Chancery In the 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 County, respectfully represents:

That on the twenty-ninth day of June in the year nineteen hundred and twenty-nine, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property in said County, and that sixty days after said levy, Harry T. Phoebus then Treasurer of Somerset County, in pursuance of his duties as Clerk to the County Commissioners of said Somerset County, made a true copy of the assessment list for said County, in books supplied by said County Commissioners for saidpurpose, as required by law, showing the aggregate assessment of every person, set of persons, or corporate institution, as the same appears on the assessment books of said County, with the names of said owners arranged according to election districts and alphabetically for every district, and showing the amount of State and County taxes 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 Horatio Jones and Walter Maddox in East Princess Anne Election District, County and State aforesaid, the sum of fourteen dollars and thirty-four cents County taxes, and the sum of one dollar and ninety-nine cents State taxes, and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty.

That in the month of August nineteen hundred and twenty-nine, Harry T. Phoebus, then Treasurer and Collector aforesaid for saidyears, did give notice of said annual levy by advertisement inserted once a week for four successive weeks, in two newspapers published in said Somerset County, that is to say, in the "Marylander and Herald" published in Princess Anne, Maryland and in the "Eastern Shore Republican", published in Princess Anne, Maryland in said County, and Harry T. Phoebus, then County Treasurer and Collector aforesaid, prepared the tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of the person or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or

Post Office address was known as ascertained by 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 thirtieth day of June, in the year nineteen hundred and thirty, the County Commissioners of Somerset County made an annual levy of State and County taxes upon the taxable property in said County, and that sixty days after said levy, Harry T. Phoebus, then Treasurer of Somerset County, in pursuance of his duties as Clerk to the County Commissioners of said Somerset County, made a true copy of the assessment list for saidCounty, in books supplied by said County Commissioners for said purpose, as required bylaw, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appears on the assessment books of said County, with the names of said owners arranged according to election districts and alphabetically for every district, and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by saidlevy the said County Commissioners did levy upon the property assessed to Horatio Jones and Walter Maddox in East Princess Anne Election District, County and State aforesaid, the sum of twelve dollars and seventy-nine cents County taxes, and the sum of one dollar and ninety-four cents State taxes, and that said taxes were over due and in arrears on the first day of January, nineteen hundred and thirty-one.

That in the month of August nineteen hundred and thirty, said Harry T. Phoebus, then Treasurer and Collector aforesaid for said year, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, in the "Marylander and Herald" published in Princess Anne, and in the "Eastern Shore Republican" published in Prindess Anne in said county, and Harry T. Phoebus, then County Treasurer and Collector aforesaid, prepared the tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution, or to the agent of theperson or persons or corporate institution, to whom the property included in said bills was assessed, so far as their residence or Post Office address was known as ascertained by me, on or before the first day of October next succeeding said levy and that such advertisements and tax bills contained a clear statement of the interest to be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, said taxes would be collected by process of law.

That said State and County taxes for the said years 1929 and 1930 being still due and in arrears, constituted a lien upon the real estate of the said Horatio Jones and Walter Maddox in East Princess Anne Election District in said Somerset County, and I, the said Harry E. Muir, Treasurer and Collector aforesaid 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 said real estate not being capable of division in my judgment, did advertise the whole of said real estate in the "Eastern Shore Republican" a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door in Princess Anne in said County, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Harry E. Muir, County Treasurer and Collector aforesaid, in pursuance of said notice and advertisement, did, on Tuesday the thirteenth day of September, nineteen hundred and thirty-two, at about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, prodeed to sell at public auction, for cash, all that parcel of land being the real estate assessed to the said Horatio Jones and Walter Maddox in East Princess Anne Election District,

for said years, described as follows:

"All that lot and improvements in said district, county and state, near Princess Anne, on the south side of the county road leading to the Academy and on the west side of the railroad adjoining the lands of Charles Lloyd, and assessed to Horatio Jones and Walter Maddox for 1929 and 1930, and being the same and all of the land which was conveyed to the said Horatio Jones and Walter Maddox by deed from Charles C. Lloyd and wife dated May seventeenth, nineteen hundred and twenty-six, and recorded among the land records of said Somerset County in Liber W. J. S. No. 93, folio 71 etc."

And sold the same to the Baltimore Trust Company, Trustee under the will of Edward E. Tull, it being then and there the highest bidder thereof, at and for the sumof thirty-nine dollars and seven costs, which it has fully paid and a copy of said advertisement is herewith filed as part of this report, marked "Exhibit A".

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

Harry E. Muir
County Treasurer and Collector of State
and County taxes for Somerset County.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 17th day of September, nineteen hundred and thirty-two, 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 stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Gertrude H. Bozman, SEAL OF
Notary Public. NOTARY

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, by the provision of the General Assembly of Maryland, I hereby give notice that on Tuesday, September the thirteenth, nineteen hundred and thirty-two, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction, for cash, all the lots or parcels of land in East Princess Anne 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 year, together with the interest and costs:

55. All that lot and improvements in said district, county and state, near Princess Anne, on the south side of the county road leading to the Academy and on the west side of the railroad, adjoining the lands of Charles Lloyd, and assessed to Horatio Jones and Walter Maddox for 1929 and 1930, and sold for taxes due for said years.

HARRY E. MUIR
Treasurer 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 East Princess Anne Election District, Somer-	)	
set County, Maryland, assessed to Horatio Jones	)	No. 4438 Chancery
and Walter Maddox, for the years 1929 and 1930,	)	In the Circuit Court
made and reported by Harry E. Muir, County	)	for
Treasurer and Collector of State and County	)	Somerset County,
taxes for said Somerset County.	)	Maryland.
Baltimore Trust Company, Trustee under the will	)	
of Edward E. Tull, Purchaser ex parte.	)	

The annexed and aforegoing report of the proceedings of Harry E. Muir, Treasurer of SomersetCounty and Collector of State and County taxes for said State of Maryland and for said Somerset County, respectively, relating to the sale on September thirteenth, nineteen hundred and thirty-two, of said land in East Princess Anne Election District, on the south side of the county road leading to the Academy and on the west side of the railroad adjoining the lands of Charles Lloyd and being the same and all of the land which was conveyed to Horatio Jones and Walter Maddox by deed from Charles C. Lloyd and wife dated May seventeenth, nineteen hundred and twenty-six and recorded among the land records of said Somerset County in Liber W. J. S. No. 93, folio 71 etc.," and assessed to the said Horatio Jones and Walter Maddox for State and County taxes for the years 1929 and 1930, made to Baltimore Trust Company, Trustee under the will of Edward E. Tull, at and for the sum of thirty-nine dollars and seven cents ($39.07) 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 having been complied with.

It is thereuppn this 19th day of September, nineteen hundred and thirty-two, by the Circuit Court for Somerset County, in Equity, ordered that notice be given in the Somerset News, a newspaper published in said Somerset County, once in each of three successive weeks before the 19th day of October, nineteen hundred and thirty-two, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 21st day of November, nineteen hundred and thirty-two, 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 thirty-nine dollars and seven cents ($39.07).

Robt. F. Duer,
Judge.

And now at this day to wit, on the twentieth dayof October, nineteen hundred and thirty-three, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, the Court here passed the following order, to wit:

In the matter of the tax sale of real estate	0	
in East Princess Anne Election District, Somer-	0	
set County, Maryland, assessed to Horatio	0	No. 4438 Chancery
Jones and Walter Maddox, for the years 1929 and	0	Circuit Court
1930, made and reported by Harry E. Muir, County	0	for
Treasurer and Collector of State and County	0	Somerset County,
taxes for said Somerset County.	0	Maryland.
Baltimore Trust Company, Trustee under the will	0	
of Edward E. Tull, Purchaser ex parte.	0	

In the above entitled cause it appearing that notice has been given by publication of the Order Nisi heretofore passed in this cause, in the "Somerset News", a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi, and no objection having been made to the said sale and no cause to the contrary having been shown it is hereby ORDERED, this 20th dayof October, nineteen hundred and thirty-three, by the Circuit Court for Somerset County in Equity, that the aforegoing report and the sale therein reported, be and the same are hereby finally ratified and confirmed.

Robt. F. Duer, Judge.

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

Per: J. Millard 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 fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-seven.

Were present, Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley Asso. Judge.
Wm. H. Dryden, Esq., Sheriff. J. Millard Tawes, Clerk.

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

Edgar A. Jones, Ex parte, Trust created by mortgage from Lewis R. Magargal and Manie A. Magargal to Thomas L. Gregory and assigned to E. Herrman Cohn	Be it remembered that heretofore to wit, on the sixth day of November, nineteen hundred and thirty-six, 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 Thomas L. Gregory by a certain Lewis R. Magargal and Manie A. Magargal of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 21st day of November, in the year nineteen hundred and twenty-nine, by Lewis R. Magargal and Manie A. Magargal, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, witnesseth:

Whereas the said mortgagors are indebted to Thomas L. Gregory, of said County and State, hereinafter called the mortgagee, in the sum of Seven Hundred and Fifty Dollars for a part of the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the bill obligatory of the said 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 Lewis R. Magargal and Manie A. Magargal, his wife, grant and convey to the said Thomas L. Gregory, his heirs and assigns, all that lot or parcel of land, in Westover District, in Somerset County, in the State of Maryland, containing thirteen and two-tenths acres, more or less, which was conveyed to the said Lewis R. Magargal and Manie A. Magargal, his wife, by Thomas L. Gregory and wife by deed dated the 16th day of November, 1929, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, fully described by courses and distances in the plat and certificate of survey filed with and as a part of

said deed, and being a part of the land which was conveyed to the said Thomas L. Gregory by William J. Jons and wife, by deed dated the 1st day of February, 1924, recorded among the land records of said county in Liber W. J. S. No. 90, folio 311 etc; to which said deeds and plat and certificate, special reference is hereby made for full and particular description of the land hereby conveyed, but it is understood and agreed by all the parties to this mortgage, that this mortgage is a second lien upon the above mortgaged property, and is subsequent to a mortgage from the said mortgagors to J. Carl Fleming and wife, dated evenly herewith for the sum of one thousand dollars, and that said mortgage to the said J. Carl Fleming and wife is a lien prior to and superior to this mortgage, and is always to be preferred to and treated as a lien superior, prior and anterior to this mortgage and that said mortgage to the said J. Carl Fleming and wife shall always have priority over this mortgage.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or H. Fill more 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 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 here-

inbefore 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 jursidiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purhcaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least seven hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, 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: Lewis R. Magargal (SEAL)

Samuel H. Sudler Manie A. Magargal (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 21st day of November, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Lewis R. Magargal and Manie A. Magargal, 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 Thomas L. Gregory, the mortgagee in the 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.

Samuel H. Sudler, SEAL OF
Notary Public NOTARY

Received for Record November 21, 1929, and recorded in Liber G. W. L. No. 98, folio 248, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

For value received, I hereby assign the foregoing mortgage to E. Herrman Cohn.

Witness my hand and seal this 3rd day of January, 1930.

Test: Thomas L. Gregory (SEAL)

Geo. W. Lawson, Clerk

Per J. R. Stewart, Deputy

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the above in a true and correct copy of the assignment of mortgage from Thomas L. Gregory to E. Herrman Cohn as taken from Liber G. W. L. No. 98 Folio 248.

In testimony whereof I hereunto subscribe my name and affix the Seal of said Court this 6th

day of November 1936.

SEAL OF COURT — J. Millard Tawes, Clerk of Court Somerset County.

FOR VALUE RECEIVED, the undersigned hereby assigns to the Bank of Somerset, Princess Anne, Maryland, the within and foregoing mortgage and the Note secured thereby and guarantees payment of same.

WITNESS my hand and seal this 27th day of January, 1932.

Witness: Wm. B. Spiva. — E. Herrman Cohn (SEAL)

Filed for Record August 24th, 1934, and recorded in Liber G. W. L. No. 98, folio 248.

Test: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED the Bank of Somerset, a body corporate, hereby assigns the within and foregoing mortgage to E. Herrman Cohn, without recourse.

WITNESS the corporate seal of said Bank of Somerset and the signature of William B. Spiva, President of said Bank of Somerset, this 20th day of October, 1936.

Eunice Pilchard. Witness. — CORPORATE SEAL — BANK OF SOMERSET By Wm. B. Spiva, President.

Filed for Record November 4th, 1936, and recorded in Liber G. W. L. No. 98, folio 248.

Test: J. Millard Tawes, Clerk.

For value received I hereby assign the within mortgage to Edgar A. Jones for the purpose of collection and foreclosure.

Witness my hand and seal this 6th day of November, 1936.

Witness: Benjamin L. Barnes — E. Herrman Cohn (SEAL)

Filed for record November 6th, 1936, and recorded in Liber G. W. L. No. 98, folio 249.

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, E. Herrman Cohn, and Albert E. Krause, all of Somerset County, 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 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 November, in the year nineteen hundred and thirty-six.

Whereas, by a Mortgage dated November 21, nineteen hundred and twenty-nine, recorded among the land records of Somerset County in Liber G. W. L. No. 98, folio 248, Lewis R. Magargal and Manie A. Magargal, his wife, conveyed to Thomas L. Gregory certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas the said Thomas L. Gregory duly assigned the said Mortgage to the said E. Herrman Cohn; and whereas the said E. Herrman Cohn has duly assigned the said mortgage to Edgar A. Jones for the purpose of collection and foreclosure, which said assignments are recorded among the aforesaid records of Somerset County; and whereas the said Edgar A. Jones, by virtue of the power and authority contained in said mortgage is authorized, upon default, to sell the property conveyed by said mortgage; and whereas default has occurred in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

Now therefore, the condition of the above obligation is such, that if the above bounden, Edgar A. Jones, do and shall, well and faithfully perform the trust reposed in him 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)

Robt. C. Street E. Herrman Cohn (SEAL)

Witness. A. E. Krause (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 December, in the year nineteen hundred and 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:

Edgar A. Jones, Assignee, ex-parte, under power in a mortgage from Lewis R. Magargal and Manie A. Magargal, his wife, to Thomas L. Gregory, assigned to E. Herrman Cohn	No. 4944 Chancery In the Circuit Court for Somerset County.

To the Honorable, the Judges of said Court:

The report of Edgar A. Jones, attorney, named in a mortgage made and executed by Lewis R. Magargal and Manie A. Magargal, his wife, to Thomas L. Gregory, dated November 21st, 1929, and recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 98, folio 248, which said mortgage was duly assigned to E. Herman Cohn and by the said E. Herman Cohn assigned to the undersigned Assignee for the purpose of foreclosure and collection, 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 apporved 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 at Princess Anne, Maryland, on the first day of December, 1936, at the hour of 2:30 o'clock P. M., and then and there proceeded to sell the property described in said mortgage, to wit:

All that lot or parcel of land situate in Westover Election District, Somerset County, adjoining the lands of Art Maddox and on the east side of the state road leading from Westover to Crisfield, containing thirteen and twe-tenths (13.2) acres more or less, and being the same land which was conveyed to the said Lewis R. Magargal and Manie A. Magargal by Thomas L. Gregory and wife by deed dated November 16, 1929, and duly recorded among the said land records of Somerset County, and sold the same to E. Herrman Cohn, he being then and there the highest bidder therefor, at and for the sum of Nine hundred dollars,

The purchaser has complied with the terms of sale and your assignee has distributed the proceeds of sale as follows:

Total receipts from sale -		$900.00
To J. Millard Tawes, Clerk, for costs	$21.00	
To The Somerset News, publishing advertisement and Order Nisi	15.00	
To Carlos Bozman, Treasurer, for 1935 and '36 taxes	41.70	
To Edwin B. Muir, auctioneer's fee	2.00	
To Attorney	66.00	145.70
Balance to be credited on mortgage debt		$ 754.30
Principal mortgage debt	750.00	
Interest mortgage debt	112.50	862.50
Balance due on mortgage debt		108.20

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 1st day of December, nineteen hundred and thirty-six, 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 a mortgage from Lewis R. Magargal and Manie A. Magargal, his wife, to Thomas L. Gregory, assigned to E. Herrman Cohn	No. 4944 Chancery In the Circuit Court for Somerset County

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 4th day of January, 1937, 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 28th day of December, 1936.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the sixth day of January, in the year nineteen hundred and thirty-seven, 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 Lewis R. Magargal and Manie A. Magargal, his wife, to Thomas L. Gregory, assigned to E. Herrman Cohn	No. 4944 Chancery In the Circuit Court for Somerset County

Ordered by the Court this sixth day of January, 1937, 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 Tawes, Clerk.

Edgar A. Jones, Assignee, ex parte, Trust created by mortgage from Alex Church and wife to Austin L. Whittington	Be it remembered that heretofore to wit, on the twentieth day of November, nineteen hundred and thirty-six, 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 Austin L. Whittington by a certain Alex Church and Bessie Church of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 24th day of July, in the year nineteen hundred and twenty two, by Alexander Church and Bessie Church, his wife, of Somerset County and State of Maryland, Witnesseth:

WHEREAS, the said Alexander Church and Bessie Church, his wife, are indebted unto Austin L. Whittington, of Somerset County, Maryland, in the just and full sum of One Thousand Dollars for the balance of the purchase money on the hereinafter described land this day sold and conveyed to the said Church & wife, and have given therefor unto the said Austin L. Whittington, his personal representatives and assigns, their purchase money obligation for the said principal sum, of even date herewith, payable to the said Austin L. Whittington, his personal representatives and assigns, two years after date, with interest from date payable annually, to better secure the payment of whoch said sum, with interest as aforesaid when and as the same shall become due and payable, these presents are executed as and for a purchase money mortgage.

Now, therefore, this Mortgage Witnesseth, that for and in consideration of the premises and of the sum of one dollar the said Alexander Church and Bessie Church, his wife, do hereby grant and convey unto the said Austin L. Whittington, his heirs and assigns, all those lots, tracts and parcels of land, situate, lying and being in that part of Brinkleys District, known as "LIBERIA", Somerset County, Maryland, the same being the Elisha Horsey tract of land which was conveyed unto Antonio Bonavita by deed from Jesse H.Johnson & wife made the 15th day of June 1918, and recorded in Liber W. J. S. No. 74, folio 296; and being all the said Elisha Horsey land conveyed unto said Jesse H. Johnson by deed from Gordon Tull, trustee, made the 30th day of January, 1915, and recorded in Liber W. J. S. No. 67, Folios 544 &c. EXCEPTING, however, all that part thereof consisting of three lots of 8½ acres; 7½ acres and 3 acres respectively, cut off therefrom and conveyed by said Jesse H. Johnson & wife to Charlotte A. Boston by deed made the 2nd day of Feby. 1915, and recorded in Liber W. J. S. No. 68, Folios 1 &c. and being the same lots of land conveyed unto said Austin L. Whittington by deed from Gordon Tull, Atty. made the 21st day of April, 1922, and recorded in Liber W. J. S. No. 85, Folios 505 etc.; to all of which said deeds for a fuller description of the land hereby intended to be conveyed reference is here made and they are hereby made a part hereof.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgage, 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 Alexander Church and Bessie Church, 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 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 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 mortgagee property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said 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 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: Alexander his x mark Church (SEAL)

Edwin A. Robinson. Bessie Church (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify, That on this 24th day of July, in the year nineteen hundred and twenty-two, before me, the subscriber, a Notary Public,duly commissioned, of the State of Maryland, in and for Somerset County, personally appeared Alexander Church and Bessie Church, his wife, the mortgagors named in the foregoing mortgage and both acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Austin L. Whittington, the mortgagee herein and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

SEAL OF NOTARY — Edwin A. Robinson, Notary Public.

Received for Record August 9th, 1922, and recorded in Liber W. J. S. No. 83, folio 354, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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 4th day of November, 1936.

Witness: E. R. Boulbourne — Austin L. Whittington (SEAL)

Filed for Record 20th November, 1936, and recorded in Liber G. W. L. No. 83, folio 354.

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, Austin L. Whittington and Norman T. Whittington, all of Somerset County, 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 November, in the year nineteen hundred and thirty-six.

WHEREAS, by a Mortgage dated July twenty-fourth, nineteen hundred and twenty-two, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 83, folio 354, Alexander Church and Bessie Church conveyed to Austin L. Whittington certain real estate in said Somerset County, to secure the payment of the sum therein mentioned and whereas the said Austin L. Whittington has assigned said mortgage to Edgar A. Jones for the purpose of collection and foreclosure, which said assignment is duly recorded among the aforesaid land records; and whereas the said Edgar A. Jones by virtue of the power and authority contained in said mortgage, is authorized, upon default, to sell the property conveyed by said mortgage; and whereas, default has occurred in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

NOW THEREFORE, the condition of the above obligation is such, that if the above bounden, Edgar A. Jones, do and shall, well and faithfully perform the trust reposed in him 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)

Marjorie Lankford — Norman T. Whittington (SEAL)

Witness. — Austin L. Whittington (SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the thirtieth day of November, in the year nineteen hundred and 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:

Edgar A. Jones, Assignee Ex-parte,	)	No. 4951 Chancery
under power in mortgage from Alexander	)	In the Circuit Court for
Church and Bessie Church to Austin L.	)	Somerset County
Whittington	)	
	)	

To the Honorable, the Judges of said Court:

The report of Edgar A. Jones, Assignee of a mortgage made and executed by Alexander Church and Bessie Church, his wife, to Austin L. Whittington, dated July 24th, 1922, and recorded among the land records of Somerset County in Liber W. J. S. No. 83, folio 354, 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 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 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 Crisfield Times, a weekly newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, he did pursuant to said notice attend at the Post Office door in Marion Station, Maryland, on the 30th day of November, 1936, at or about the hour of ten o'clock A. M., and then andthere proceed to sell the property described in said mortgage, to wit:

All those lots, and tracts or parcels of land situate lying and being in that part of Brinkley's District known as "Liberia", Somerset County, Maryland, the same being the Elisha Horsey tract of land, on the north side of Marumsco Creek adjoining the lands of Lloyd Johnson, Linwood Marshall and others and containing twenty-three and one-fourth (23 1/4) acres more or less and being the same land which was conveyed to the said Alexnader Church and Bessie Church by Austin L. Whittington and wife by deed dated July 24th, 1922, and recorded among the land records of Somerset County in Liber W. J. S. No. 86, folio 181, and sold the same to Austin L. Whittington, he being then and there the highest bidder therefor, at and for the sum of four 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 -		$ 400.00
To Carlos Bozman, for 1935 and 1936 taxes	$ 18.24	
To Crisfield Times, publishing advertisement and Order Nisi	22.75	
To J. Millard Tawes, Clerk	21.50	
To Assignee, minimum commissions	32.00	94.49
Balance to be credited on mortgage debt		$ 306.51
Principal and interest on mortgage debt		450.00
Balance due on mortgage debt		$ 143.49

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of November, nineteen hundred and thirty-six, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Assignee of said mortgage, and made oath in due form of law that the matters and things 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 Alexander	)	No. 4951 Chancery
Church and Bessie Church to Austin L.	)	In the Circuit Court for
Whittington.	)	Somerset County
	)	

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 shwon on or before the 2nd day of January, 1937, 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 26 day of December, 1936.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the sixth 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:

Edgar A. Jones, Assignee Ex-parte,	)	
under power in mortgage from Alexander	)	No. 4951 Chancery
Church and Bessie Church to Austin L.	)	In the Circuit Court for
Whittington	)	Somerset County
	)	

Ordered by the Court this sixth day of January, 1937, 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.

And thereupon it 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.) Be it remembered that heretofore, to wit, on the
Trust created by mortgage from) fourth day of September, nineteen hundred and
Mary Phoebus Croswell to the) thirty-six, a certain L. Creston Beauchamp, of
Peoples Bank of Somerset County) 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 Peoples Bank of Somerset County by a certain Mary Phoebus Croswell of said county and state, which said original is in the words following, to wit:

THIS MORTGAGE, Made this 19th day of October, in the year nineteen hundred and twenty-nine, by Mary Phoebus Croswell, of Somerset County, Maryland, witnesseth:

Whereas, the said Mary Phoebus Croswell is justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of two thousand 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 Mary Phoebus Croswell for said sum of two thousand 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 in said bill obligatory the said Mary Phoebus Croswell has reserved the right to pay all or any part of said principal debt at any time, with interest to the time 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 in consideration of the premises, the said Mary Phoebus Croswell hereby grants and conveys unto the said Peoples Bank of Somerset County, a Maryland corporation, 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 north side of Oak Street, and the south side of Pine Street, in Somerset Heights, known as lots Nos. eleven, twelve, twenty-two and twenty-three on the plat of Somerset Heights recorded among the land records of said Somerset County in Liber S. F. D. No. 60, folio 438; being the same and all the land which was conveyed to the said Mary Phoebus Croswell by Charles W. Bloodsworth and others by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage.

To which said deed and plat and all the references therein contained, special reference is here made, as a plat hereof, for full and accurate description of the property hereby mortgaged.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors 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, 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, 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 benecessary, 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 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 do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least two thousand dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of the said mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said 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: Mary Phoebus Croswell (SEAL)

Vernon E. White.

State of Maryland, Somerset County, to-wit:

I HEREBY CERTIFY, That on this 19th 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 Mary Phoebus Croswell, the mortgagor named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be her true and lawful act and deed; and at the same time and place also personally appeared beforeme Omar J. Cros-

well, 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.

Vernon E. White, SEAL OF
Notary Public. NOTARY

Received for Record 21st Oct. 1929, and recorded in Liber G. W. L. No. 98, folio 214, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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 credit of Harry E. Muir, County Treasurer.

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

Test:

O. J. Croswell, Cashier

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

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 sum of two thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of September, 1936.

WHEREAS, by mortgage dated the 19th of October, 1929, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No.98, folio 214, a certain Mary Phoebus Croswell conveyed to the Peoples Bank of Somerset County certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp, as attorney named therein, is authorized to sell the mortgaged property and is about to exercise the power of sale contained in said mortgage by a sale of said mortgaged property.

NOW, the condition of the above obligation is such that if the above bound L. Creston Beauchamp, do and shall well and faithfully perform the trust reposed in him in and by said mortgage, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property 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)
Principal

Test: J. R. Stewart.

MARYLAND CASUALTY COMPANY, Surety,
by L. C. Beauchamp, Attorney in fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the tenth day of October, in the year nineteen hundred and thirty-six, 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	)	No. 4913 Chancery
Mary Phoebus Croswell to the	)	In the Circuit Court for
Peoples Bank of Somerset County	)	Somerset County, Maryland.
	)	

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

The report of L. Creston Beauchamp, attorney named in a mortgage from Mary Phoebus Croswell to the Peoples Bank of Somerset County dated the nineteenth day of October, 1929, recorded among the land records of said Somerset County in Liber G. W. L. No. 98, folio 214, under a power of sale therein contained and because of default having occurred in said mortgage, respectfully represents, that by virtue of the power and authority contained in said mortgage and after having given bond with approved security, as required bylaw, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper published in said county, and by handbill posted at the Court House door, in said county, he did, in pursuance of said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday, October 6th, 1936, at or about the hour of 1.45 o'clock P. M., and then and there proceeded to sell at public auction the following described personal property conveyed by said mortgage, namely:

He offered all those lots or parcels of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the north side of Oak Street and the south side of Pine Street, in Somerset Heights, known as Lots Nos. eleven, twelve, twenty-two and twenty-three on the plat of Somerset Heights recorded among the land records of said Somerset County in Liber S. F. D. No. 60, folio 438; and being the same land which was conveyed to Mary Phoebus Croswell by Charles W. Bloodsworth and others by deed dated the 19th of October, 1929, recorded among said land records in Liber G. W. L. No. 99, folio 296, and improved by a comfortable dwelling and outbuildings, and sold the same to Edward S. Bozman, he being the highest bidder therefor, at and for the sum of eleven hundred dollars, and the purchaser has complied with the terms of sale to the satisfaction of the trustee.

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

All of which is respectfully submitted.

L. Creston Beauchamp, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of October, 1936, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes,
Clerk of Court.

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

L. Creston Beauchamp, Ex parte.	)	No. 4913 Chancery
Trust Created by mortgage from	)	In the Circuit Court for
Mary Phoebus Croswell to Peoples	)	Somerset County, Maryland.
Bank of Somerset County.	)	
	)	

In the above entitled cause, it is this 10th day of October, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the report of sale of L. Creston Beauchamp, trustee mentioned therein, 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 12th day of November, 1936; 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 10th day of November, 1936.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the sixth day of January, in the year nineteen hundred and thirty-seven, 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,	)	No. 4913 Chancery
Ex parte.	)	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 6th day of January, 1937, 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 therein 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.

""

In the matter of the tax sale of real estate	)	Be it remembered that heretofore, to
in Lawson's Election District, Somerset	)	wit, on the first day of October,
County, Maryland, assessed to Gustew Horsey	)	nineteen hundred and thirty-six, a
for the years 1931 and 1932, made and report-	)	certain Carlos Bozman, Collector of
ed by Carlos Bozman, County Treasurer and	)	state and county taxes for Lawson's
Collector of state and county taxes for said	)	Election District, of Somerset
Somerset County.	)	County for the years 1931 and 1932,
The County Commissioners of Somerset County,	)	by L. Creston Beauchamp, his
Maryland, Purchaser.	)	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 Lawson's Election District, Somerset County, Maryland, assessed to Gustew Horsey for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	)	No. 4929 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer and Collector ofstate and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, 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 E. Muir, then Treasurer of said county, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Gustew Horsey, in Lawson's Election District, said Somerset County, the sum of no dollars and sixty-five cents, state taxes, and four dollars and fifty-five cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then Treasurer and Collector as aforesaid, prepared the tax bills of every taxpayer and forwarded the same by mail or delivered the same to the person, set of persons or corporate institution, or to the agent of the person, set of persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Gustew Horsey, in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and sixty-five cents state taxes, and four dollars and sixteen cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Gustew Horsey, in Lawson's Election District, said Somerset County, and I, the said Carlos Bozman, 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 Marylander and Herald, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, June 11th, 1935, 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, tract or parcel of land, being the real estate assessed to Gustew Horsey, in Lawson's Election District, said Somerset County, and described as follows:

No. 67. All that lot and improvements in Lawson Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of Sam Ward, H. Outen, S. D. Holland and Hennie Taylor, and assessed to Gustew Horsey for 1931 and 1932, 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 bidder therefor, at and for the sum of fifteen dollars and thirty-three 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this fifth day of August, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, July 10th, 1935, 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 pacels of land in Lawson's 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. 67. All that lot and improvements in said district, county and state, containing 1 acre, more or less, adjoining the lands of Sam Ward, H. Outen, S. D. Holland and Hennie Taylor, and assessed to Gustew Horsey for 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN,

Treasurer of Somerset County, Md.

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 Lawson's Election District, Somerset County, Maryland, assessed to Gustew Horsey for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4929 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland, Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county tazes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson's Election District, said Somerset County, containing 1 acre, more or less, adjoining the lands of Sam Ward, H. Outen, S. D. Holland and Hennie Taylor, assessed to Gustew Horsey for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of fifteen dollars and thirty-three cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and it appearihg, that all the provisions of law in relation thereto have been complied with;

It is, thereupon, this 1st day of October, 1936, 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 31st of October, 1936, warning all persons interested in said property to be and appear in this Court in person or by solicitor, on or before the 12th day of December, 1936, 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 $15.33.

James M. Crockett, Judge.

And now at this day to wit, on the twentieth day of January, ih the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid 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 20th day of January, 1937, 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 Jawes, Clerk.

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In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to Melissa Johnson for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-first day of October, nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the years 1930, 1931 and 1932, 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 Lawson's Election District, Somerset County, Maryland, assessed to Melissa Johnson for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4935 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 30th of June, 1930, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 Melissa Johnson, in Lawson's Election District, Somerset County, Maryland, the sum of no

dollars and forty cents, state taxes, and two dollars and sixty-four cents county taxes and that said taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry T. Phoebus, then 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, printed in Crisfield, Maryland, and that the said Harry T. Phoebus, then 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, said taxes would be collected by process of law.

That on the 29th of June, 1931, the said Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Melissa Johnson, in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and forty state taxes, and two dollars and eighty cents county taxes and that said taxes were due and in arrears on the first day of January, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once wwek for four succesive 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 E. Muir, then 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, set of persons or corporate institution, or to the agent of the person, set of persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer of said county, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 district 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 Commissioners did levy upon the property assessed to Melissa Johnson, in Lawson's Election District, said Somerset County, the sum of no dollars and forty cents state taxes, and two dollars and fifty-six cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, set of persons or corporate institution, or to the agent of the person, set of persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears constituted a lien upon the real estate of the said Melissa Johnson, in Lawson's Election District, Somerset County, Maryland, and I, the said Carlos Bozman, County Treasurer and Collector for said Somerset County having found it necessary to enforce the payment of said taxes for saidyears 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, June 11th, 1935, 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 Melissa Johnson in Lawson's Election District, Somerset County, Maryland, described as follows:

No. 73. All that lot and improvements in Lawson's Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of F. Dryden, Wm. Miles, John Long and W. Miles, and assessed to Melissa E. Johnson for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest bidders therefor, at and for the sum of twenty-four dollars and sixteen 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, June 11th, 1935,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 Lawson's Election District, Somerset County, Maryland, hereinafter severally mentioned and described, 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 interest and costs.

No. 73. All that lot and improvements in said district, county and state, containing 1 acre, more or less, adjoining the lands of F. Dryden, Wm. Miles, John Long and W. Miles, and assessed to Melissa E. Johnson for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate	)	
in Lawson's Election District, Somerset County,	)	
Maryland, assessed to Melissa Johnson for 1930,	)	No. 4935 Chancery
1931 and 1932, reported by Carlos Bozman,County	)	In the Circuit Court for
Treasurer and Collector of state and county taxes	)	Somerset County, Maryland.
for said Somerset County.	)	
The County Commissioners of Somerset County,	)	
Maryland. Purchaser.	)	
	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson's Election District, said Somerset County, containing 1 acre, more or less, adjoiningthe lands of F. Dryden, Wm. Miles, John Long and W. Miles, assessed to Melissa Johnson for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-four dollars and sixteen 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 21st day of October, 1936, 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 21st day of November, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 31st day of December, 1936, 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 $24.16.

James M. Crockett, Judge.

And now at this day to wit, on the twentieth day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said collector by his solicitor aforesaid, and on motion of the said collector by his solicitor aforesaid, 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 published 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 20th day of January, 1937, 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 Jones, Clerk.

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In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to Butler Sterling for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-first day of October, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for Lawson's Election District of Somerset County for the years 1930, 1931 and 1932, 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 Lawson's Election District, Somerset County, Maryland, assessed to Butler Sterling for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	)	No. 4936 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 30th of June, 1930, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 Butler Sterling, in Lawson's Election District, Somerset County, Maryland, the sum of two dollars and one cents state taxes, and thirteen dollars and twenty-eight cents county taxes, and that said taxes were due and in arrears on January 1st, 1931;

That in the month of August, 1930, the said Harry T. Phoebus, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, printed in Crisfield, Maryland, and that the said Harry T. Phoebus, then 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 saidlevy, 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 succeedingsaid notice, with interest, said taxes would be collected by process of law.

That on the 29th of June, 1931, the said Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Butler Sterling, in Lawson's Election District, Somerset County, Maryland, the sum of two dollars and one state taxes, and fourteen dollars and nine cents county taxes, and that said taxes were due and in arrears on the first day of January, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once 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 E. Muir, then 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, set of persons or corporate institution, or to the agent of the person, set of persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer of said county, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 district 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 Commissioners did levy upon the property assessed to Butler Sterling, in Lawson's Election District, said Somerset County, the sum of two dollars and one cents state taxes, and twelve dollars and eighty-eight cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, set of persons or corporate institution, or to the agent of the person, set of persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears constituted a lien upon the real estate of the said Butler Sterling in Lawson's Election District, Somerset County, Maryland, and I, the said Carlos Bozman, County Treasurer and Collector for said Somerset 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, June 11th, 1935, 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 Butler Sterling in Lawson's Election District, Somerset County, Maryland, described as follows:

No. 133. All that lot and improvements in Lawson's Election District, Somerset County, Maryland, containing 6 acres, more or less, on the county road, adjoining the lands of C. T. Wicks and M. Somers, and assessed to Butler Sterling for 1927, 1928, 1929, 1930, 1931 and 1932, 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 sixty-two dollars and twenty-four cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, June 11th,1935, 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 Lawson's Election District, Somerset County, Maryland,hereinafter severally mentioned and described, 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 interest and costs.

No. 133. All that lot and improvements in said district, county and state, containing 6 acres, more or less, on the county road, adjoining the lands of C. T. Wicks and M. Somers, and assessed to Butler Sterling for 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate	)	
in Lawson's Election District, Somerset County,	)	
Maryland, assessed to Butler Sterling for 1930,	)	No. 4936 Chancery
1931 and 1932, reported by Carlos Bozman, County	)	In the Circuit Court for
Treasurer and Collector of state and county	)	Somerset County, Maryland.
taxes for said Somerset County.	)	
The County Commissioners of Somerset County,	)	
Maryland. Purchaser.	)	
	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson's Election District, said Somerset County, Maryland, containing 6 acres, more or less, adjoining the lands of C. T. Wicks and M. Somers, and on the county road, and assessed to Butler Sterling for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of sixty-two dollars and twenty-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 thereyo have been complied with;

It is thereupon, this 21st day of October, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published in Somerset County, Maryland, once in each of three successive weeks before the 21st day of November, 1936, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 31 st of December, 1936, 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 $62.24.

James M. Crockett, Judge.

And now at this day to wit, on the twentieth day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 Somerset County, Maryland, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 20th day of January, 1937, 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 James, Clerk.

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In the matter of the tax sale of real estate in Lawson's Election District, Somerset County Maryland, assessed to Charles C. Morgan for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-first day of October, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and County taxes for Lawson's Election District of Somerset County for theyears 1930, 1931 and 1932, 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 Lawson's Election District, Somerset County, Maryland, assessed to Charles C. Morgan for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4937 Chancery In the Circuit Court for Somerset County, Maryland.

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

,The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 30th of June, 1936, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 Charles C. Morgan, in Lawson's 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 January 1st, 1931;

That in the month of August, 1930, the said Harry T. Phoebus, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, printed in Crisfield, Maryland, and that the said Harry T. Phoebus, then 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, said taxes would be collected by process of law.

That on the 29th of June, 1931, the said Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, showing the aggregate assessment of every person set of persons or corporate institition, 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 Commissioners did levy upon the property assessed to Charles C. Morgan, in Lawson's Election District, Somerset County, Maryland, the sum of no dollars and forty-three state taxes, and two dollars and ninety-seven cents county taxes, and that said taxes were due and in arrears on the first day of January, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once 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 E. Muir, then 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, set of persons or corporate institution, or to the agent of the person, set of persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer of said county, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 district 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 Commissioners did levy upon the property assessed to Charles C. Morgan in Lawson's Election District, said Somerset County, the sum of no dollars and forty-three cents state taxes and two dollars and seventy-two cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, set of persons or corporate institution, or to the agent of the person, set of persons or corporate institution, to whom the property included in said tax 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1930, 1931 and 1932, being still due and in arrears constituted a lien upon the real estate of the said Charles C. Morgan in Lawson's Election District, Somerset County,Maryland, and I, the said Carlos Bozman, County Treasurer and Collector for said Somerset 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 Prince ss 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, June 11th, 1935, 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 Charles C. Morgan in Lawson's Election District, Somerset County, Maryland, described as follows:

No. 107. All that lot and improvements in Lawson's Election District, Somerset County, Maryland, adjoining the lands of A. Sterling, S. Morgan D. Somers and E. Sterling, and assessed to Charles G. morgan, for 1929, 1930, 1931 and 1932, 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 twenty dollars and eighteen 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of September, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, June 11th,1935, 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 Lawson's Election District, Somerset County, Maryland, hereinafter severally mentioned and described, 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 interest and costs.

No. 107. All that lot and improvements in said district, county and state, adjoining the lands of A. Sterling, S. Morgan, D. Somers and E. Sterling, and assessed to Charles G. Morgan for 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to Charles G. Morgan for 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4937 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in Lawson's Election District, said Somerset County, adjoining the lands of A. Sterling, S. Morgan, D. Somerse and E. Sterling, assessed to Charles G. Morgan for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty dollars and eighteen 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 21st day of October, 1936, 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 21st day of November, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 31st day of December, 1936, 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 $20.18.

James M. Crockett, Judge.

And now at this day to wit, on the twentieth day of January, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid, and on

motion of the said Collector by his solicitor aforesaid, 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 Somerset County, Maryland, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 20th day of January, 1937, 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 Tawes, Clerk.

""

In the matter of the tax sale of real estate in Asbury Election District, Somerset County, Maryland, assessed to Mary E. Elzey, for 1930 and 1931, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. J. Millard Tawes, Purchaser.	Be it remembered that heretofore, to wit, on the fourteenth day of November, nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for Asbury Election District of Somerset County for the years 1930 and 1931, 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 Asbury Election District, Somerset County, Maryland, assessed to Mary E. Elzey for 1930 and 1931, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. J. Millard Tawes, Purchaser.	No. 4949 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of Somerset County, Maryland, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said county, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Mary E.

Elzey, in Asbury Election District, Somerset County, Maryland, the sum of one dollar and no cents state taxes, and nine dollars and eighty-five cents county taxes; that in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, then 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, 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 levy, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment lists for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 Commissioners did levy upon the property of Mary E. Elzey, in Asbury Election District, Somerset County, Maryland, the sum of one dollars and no cents state taxes and nine dollars and eighty-nine cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears, constituted a lien upon the real estate of the said Mary E. Elzey, in Asbury Election District, said Somerset County, and I, the said Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset 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 the judgment of the said Treasurer, 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 said county, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Friday, August 9th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sellat public auction, for cash, all that lot or parcel of land, being the real estate assessed to Mary E. Elzey in Asbury Election District, said county and state, described as follows:

No. All that lot in Asbury Election District, Somerset County, Maryland, containing 1 acre, more or less, on the county road, and adjoining the lands of Augustus Ward and John Moore, and assessed to Mary E. Elzey for 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to J. Millard Tawes, he being then and there the highest bidder therefor, at and for the sum of twenty-one dollars and eighty-nine cents, which he has fully paid, and a copy of said advertisement is herewith filed as a part of thir report, marked Exhibit A.

And I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this honorable Court for ratification thereof.

Carlos Bozman,
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 29th day of October, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

R. Mark White, J. P.

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

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 Friday, August 9th, 1935, 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 Asbury Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay 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 areassessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 26. All that lot containing 1 acre, more or less, on the county road and adjoining the lands of Augustus Ward and John Moore, and assessed to Mary E. Elzey for 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
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 Asbury Election District, Somerset County,) Maryland, assessed to Mary E. Elzey for 1931) and 1932, made and reported by Carlos Bozman,) County Treasurer and Collector of state and) County taxes for said Somerset County.) J. Millard Tawes, Purchaser.)	No. 4949 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on the 9th of August, 1935, of land in Asbury Election District, said Somerset County, on the county road, adjoining the lands of Augustus Ward and John Moore, and containing 1 acre, more or less, and assessed to Mary E. Elzey for 1931 and 1932, made to J. Millard Tawes for the sum oftwenty-one dollars and eighty-nine 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 13th day of November, 1936, 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 26th day of December, 1936, 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 January, 1937, 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 $21.89.

James M. Crockett, Judge.

And now at this day to wit, on the twentieth day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said collector by his solicitor aforesaid, 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 Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the terms of said order nisi, and no objection having been filed, and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 20th day of January, 1936, 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 Tawes, Clerk.

""

L. Creston Beauchamp, Ex parte.	) Be it remembered that heretofore to wit, on the sixth
Trust Created by mortgage from	) day of November, nineteen hundred and thirty-six, a
J. Paul Briddell and wife to	) certain L. Creston Beauchamp, of Somerset County and
Del-Mar-Va Mortgage Company	) 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 Del-Mar-Va Mortgage Company by a certain J. Paul Briddell and Anna Briddell, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twenty-first day of September, in the year nineteen hundred and twenty-seven, by J. Paul Briddell and Anna Briddell, his wife, of Somerset County, Maryland, hereinafter called the Mortgagors, and THE DEL-MAR-VA MORTGAGE COMPANY, a body corporate of the State of Delaware, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the said The Del-Mar-Va Mortgage Company in the full sum of two thousand dollars evidenced by the certain bill obligatory of the said Mortgagors, bearing even date herewith, for said principal sum of $2000.00, and

payable to the order of the said The Del-Mar-Va Mortgage Company, its successors or assigne, three years after the date thereof, with interest thereon at the rate of six per centum per annum, payable semi-annually, to secure the payment of which said principal sum with interest thereon in the manner and at the times above specified for the payment thereof respectively, this Mortgage is executed, provided that the said mortgagors reserve the right to pay the entire mortgage debt at any time, with interest to the time of payment.

Now, therefore, this mortgage witnesseth, That in consideration of the premises and of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said J. Paul Briddell and Anna Briddell, his wife, the mortgagors, do hereby grant and convey unto the said The Del-Mar-Va Mortgage Com any, 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 east side of Beckford Avenue and the west side of Church Street, in the town of Princess Anne, bounded on the south by the land of William Powell and on the north by the land of Anthony Waters, which were conveyed to John W. Briddell by Thomas J. Dixon and wife by deed dated the 28th of July, 1898, recorded among the land records of said Somerset County in Liber O. T. B. No. 26 folio 530; and being, also, the same and all the land which was conveyed to the said J. Paul Briddell by the two following deeds: One deed from John W. Briddell and wife dated the 30th of March, 1926, recorded among said land records in Liber W. J. S. No. 92, folio 578; and the second deed from John W. Briddell dated the 20th of September, 1927, duly recorded among said land records.

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 mortgaged.

It is hereby covenanted and agreed by the herein mortgagors for themselves, their heirs, personal representatives, successors and assignsm that pending the existence of this mortgage and mortgage indebtedness they will not sell, transfer or assign the herein mortgaged premises without the written consent of the mortgagee, its successors or assigns, and that the sale, assignment or transfer of said property in violation of this covenant shall operate a default in this mortgage and entitle the holder to enter foreclosure proceedings hereon in accordance with the provisions hereof.

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

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

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

And it is agreed, that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or

assigns, or Hooper S. Miles or Levin C. Bailey, its 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 jursidiction 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 in companies selected by or satisfactory to the mortgagee, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least two thousand dollars, and to cause the policy or policies to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the Mortgagee, and if the said Mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the Mortgagee, or 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.

In Witness Whereof the said mortgagors hereunto subscribe their names and affix their seals.

Test: J. Paul Briddell (SEAL)

Vernon E. White. Anna Briddell (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 21st day of September, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared J. Paul Briddell and Anna Briddell, his wife,

the mortgagors named in the aforegoing mortgage and each duly acknowledged the aforegoing mortgage to be their respective act and deed;

Witness my hand and Notarial Seal the day and year aforesaid.

Vernon E. White, SEAL OF
Notary Public. NOTARY

State of Maryland, Wicomico County, to wit:

I hereby certify that on this 22nd day of September, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared W. Edgar Porter, vice-president of The Del-Mar-Va Mortgage Company, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is authorized to make this affidavit.

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

Margie D. Parker SEAL OF
Notary Public. NOTARY

Date October 21, 1927.

FOR VALUE RECEIVED, The Del-Mar-Va Mortgage Company hereby assigns the herein Mortgage unto The Eastern Shore Trust Company, Trustee (under Indenture of Trust dated Jany. 24, 1927.

WITNESS the hand of the Vice-President of The Del-Mar-Va Mortgage Company, and corporate seal of said body corporate, attested by its Asst. Secretary.

CORPORATE THE DEL-MAR-VA MORTGAGE COMPANY
Margie D. Parker SEAL By W. Edgar Porter,
Asst. Secretary. Vice-President.

Filed for Record 29 Oct., 1927, and recorded in Liber W.S.J. No. 95, folio 280.
Test: Geo. W. Lawson, Clerk.

FOR VALUE RECEIVED, The Eastern Shore Trust Company, Trustee and The Del-Mar-Va Mortgage Company hereby assign the within Mortgage unto George H. Myers, of Princess Anne, Maryland, without recouurse.

IN WITNESS WHEREOF, The Eastern Shore Trust Company and The Del-Mar-Va Mortgage Company have each caused this assignment to be duly executed by their proper officers,and their respective corporate seals to be hereunto affixed this 13th day of October, A. D., 1931.

ATTEST: CORPORATE THE EASTERN SHORE TRUST COMPANY (Trustee)
C. M. Freeman, SEAL By Hooper S. Miles,
Asst. Secretary Vice-President.

Attest: CORPORATE THE DEL MAR VA MORTGAGE COMPANY
Margie D. Parker SEAL By W. Edgar Porter
Asst. Secretary Vice-President.

Filed for Record Oct. 13, 1931 and recorded in Liber G. W. L. No. 95, folio 281.
Test: J. Millard Tawes, Clerk.

I hereby assign the aforegoing mortgage to W. Clyde Ford, of Somerset County, Maryland, without recourse to me.

Witness my hand and Seal this 5th day of July, 1934.

M. Edna Barnes Geo. H. Myers (SEAL)
Witness.

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 5th of November, 1936.

Test: John T. Ford W. Clyde Ford (SEAL)

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

Know all men by these presents that we, L. Creston Beauchamp, Principal and W. Clyde Ford and Frank Porter, sureties, all of Somerset County, Maryland, 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 heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of November, 1936.

Whereas, by mortgage dated the 21st of September, 1927, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 280, a certain J. Paul Briddell and Anna Briddell, his wife, conveyed to the Del-Mar-Va Mortgage Company certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas said mortgage has beenduly assigned 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 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 L. Creston Beauchamp do and shall well and faithfull 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.

L. Creston Beauchamp (SEAL)

Test:

W. Clyde Ford (SEAL)

Harry E. Muir.

Frank L. Porter (SEAL)

Which said bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of December, nineteen hundred and 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:

L. Creston Beauchamp, Ex parte.	)	No. 4945 Chancery.
Trust created by mortgage from	)	In the Circuit Court for
J. Paul Briddell and wife to	)	Somerset County,
Del-Mar-Va Mortgage Company.	)	Maryland.
	)	

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

The report of L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from J. Paul Briddell and Anna Briddell, his wife, to The Del-Mar-Va Mortgage Company, dated the 21st of September, 1927, recorded among the land records of said Somerset County in Liber G. W. L. No. 95, folio 280, assigned to W. Clyde Ford by assignment dated July 5th, 1934, and assigned to the said L. Creston Beauchamp by assignment dated November 5th, 1936, 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 inserted in the Eastern Shore Republican, a weekly newspaper published in said county he did, in pursuance of

said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday, December 8th, 1936, at or about the hour of two 6'clock P. M., and then and there proceeded to sell at public auction the property described in said mortgage, after having publicly announced that he would first sell said lots of land separately and then, while reserving the bids on each lot, offer the two lots together, and sell in the manner in which the property brought most money:

He first offered all that house and lot on the east side of Beckford Avenue, in Princess Anne, Maryland, and fronting about sixty-four feet thereon, bounded on the north by the lot first described in the advertisement; on the east by Church street and on the south by the land of Ralph W. Powell; which was conveyed to the said J. Paul Briddell by John W. Briddell and wife by deed dated March 30th, 1926, recorded among said land records in Liber W. J. S. No. 92, folio 578, and received as the highest bid thereon the sum of one thousand dollars from W. Clyde Ford, which was reserved;

He then offered all that house and lot on the east side of Beckford Avenue, in Princess Anne, Maryland, and fronting about eighty-five feet thereon, bounded on the north by the land of Anthony Waters, on the east by Church street and on the south by the above described lot of land, which was conveyed to the said J. Paul Briddell by John W. Briddell and wife by deed dated September 20th, 1927, recorded among said land records in Liber G. W. L. No. 94, folio 515, and received as the highest bidder therefor the sum of one thousand dollars from W. Clyde Ford, which bid was reserved;

He then offered both of the above described lots of land and the buildings and improvements thereon, as a whole, and sold the same to the said W. Clyde Ford, he being the highest bidder therefor, at and for the sum of two thousand dollars, and the purchaser has complied with the terms of sale to the satisfaction of the said trustee.

The assignee and trustee makes the following distribution of the proceeds of said sale;

Whole amount of sale,			$ 2000.00
State and county taxes,		$ 113.15	
Corporation taxes,		135.99	
Printing,		27.75	
Auctioneer,		3.00	
Clerk's Costs,		21.00	
Attorney fee,		40.00	340.89
			$ 1659.11
To W. Clyde Ford, holder of mortgage,	$2000.00		
Interest to day of sale,	163.60		2163.60
Balance due to the mortgagee			504.49

And the assignee 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 9th day of December, 1936, 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 and belief and that the sale therein reported and the distribution of the proceeds therein stated were fairly made.

J. Millard Tawes, Clerk of Court.

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

L. Creston Beauchamp, Ex parte	)	
Trust created by mortgage from	)	No. 4945 Chancery
J. Paul Briddell and wife to The	)	In the Circuit Court for
Del-Mar-Va Mortgage Company	)	Somerset County, Maryland.
	)	

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 9th day of December, 1936, that the report of L. Creston Beauchamp, assignee and trustee mentioned in the foregoing report of sale, and the sale ofreal 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 tenth day of January, 1937, provided a copy of this order be inserted in some newspaper printed in said Somerset County once a week for three successive weeks before the tenth day of January, 1937.

The report states the amount of sale to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twentieth day of January, in the year nineteen hundred and thirty-seven, 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. 4945 Chancery
	)	In the Circuit Court for
	)	Somerset County, Md.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed, and no cause to the contrary having been shown, it is this 20th day of January, 1937, 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 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.

""

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County	)	Be it remembered that heretofore to wit, on the
	)	twenty-sixth day of October, nineteen hundred and
vs.	)	and thirty-six, a certain Warren F. Sterling, Re-
Nora M. Dryden, Lillian M. Horner, and David Horner, her husband.	)	ceiver for the Peoples Bank of Somerset County,
	)	by Edgar A. Jones, his solicitor, exhibited and

filed in the Circuit Court here a bill of complaint against Nora M. Dryden, Lillian M. Horner and David Horner, her husband, which said bill of complaint is in the words following, to wit:

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County	)	No. 4938 Chancery, in the Circuit
	)	Court for Somerset County, Maryland.
vs.	)	In Equity.
Nora M. Dryden, Lillian M. Horner, and David Horner, her husband.	)	
	)	

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

1st. That a certain Charles S. Dryden being indebted to your orator and divers other persons and being seized and possessed of real estate in said Somerset County, departed this life during the spring of the year nineteen hundred and thirty-six.

2nd. That the said Charles S. Dryden was indebted to the complainant on a certain judgment entered against the said Charles S. Dryden and Nora M. Dryden on the fifteenth day of May, 1933, for the sum of three hundred and nineteen dollars and twenty-eight cents, with interest from said date, thirty-three dollars and eighteen cents, collection charges and seven dollars costs, said judgment being on record in the Circuit Court for Somerset County, Maryland, in No. 97 Appearances, April Term, 1933, copy of which said judgment is filed herewith and marked Exhibit "A", no part of which said judgment having been paid.

3rd. That the said Charles S. Dryden left surviving as his only heirs at law his widow, the said Nora M. Dryden, who resides in Somerset County, Maryland, and a daughter Lillian M. Horner who married David Horner, both of whom reside in Caroline County, Maryland, and all of whom are of full age.

4th. That the said Charles S. Dryden died intestate, left no personal estate and no administration was ever had upon his estate but the said Charles S. Dryden died seized and possessed of four lots of land situate just west and back from Beckford Avenue in West Princess Anne Election District and he also died seized and possessed of an undivided one third interest in a tract of land containing twenty-one and fifty-five hundredths (21.55) acres situate in said West Princess Anne Election District and on the state road leading from Princess Anne to Mount Vernon.

5th. That your orator is advised that he together with other creditors of the said Charles S. Dryden is entitled to have his claim paid out of the real estate of the said deceased, there being no personal estate available therefor.

To the end therefore:

1. That the said real estate of the said Charles S. Dryden, deceased, or so much thereof as may be necessary for the purpose may be sold for the payment of the claim of your orator and those of other unsatisfied creditors of said deceased in the order of their respective priorities.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Nora M. Dryden of Somerset County, and to Lillian M. Horner and David Horner of Caroline County, State of Maryland, all adults, commanding them and each of them, either in person or by solicitor, to appear in this Court on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Edgar A. Jones

Solicitor for the Complainant.

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

In the Circuit Court for Somerset County April Term, 1933.

John J. Ghingher, Receiver for the Peoples Bank of Somerset County, use of Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, per order filed Oct. 21, 1936	) Short copy of Judgment No. 97 Appearances
	) Damages $ 319.28
	) Costs $ 7.00
	) Collection fee $ 33.18
vs.	) Judgment May 15, 1933
	Interest from date.
	)
Charles S. Dryden and Nora M. Dryden	Exemption waived.
	)

Test: J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-sixth day of October, nineteen hundred and thirty-six, the following answer of the Defendants was filed:

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County	No. 4938 Chancery, in the Circuit Court for Somerset County, Maryland.
vs.	In Equity.
Nora M. Dryden, Lillian M. Horner, and David Horner, her husband	

To the Honorable, the Judge of the said Court:

The answer of Nora M. Dryden, Lillian M. Horner and David Horner, to the Bill of Complaint of Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, against them in this Court exhibited.

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

And as in duty bound, etc.

Witness as to Nora M. Dryden

Vernon N. Dryden — Nora M. Dryden.

Witness as to Lillian M. Horner and David Horner — Lillian M. Horner.

Vernon N. Dryden — David W. Horner.

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

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County	No. 4938 Chancery
vs.	In the Circuit Court for Somerset County.
Nora M. Dryden, et al	

To the Honorable, the Judge of said Court:

All of the defendants in the above entitled case being adults and having filed their answer in these proceedings admitting the matters and facts set forth in the bill of complaint and consenting to the passage of such decree as may be right and proper in the premises, the plaintiff therefore prays the Court to pass an order to take testimony before one of the standing examiners of this Court in support of the allegations of his bill.

And as in duty bound,

Edgar A. Jones.

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

ORDER

Ordered by the Circuit Court for Somerset County in Equity this 31st day of October, nineteen hundred and thirty-six, that the plaintiff be granted a leave to take testimony before one of the standing examiners of this Court in support of the allegations of his bill of complaint.

James M. Crockett

Judge.

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

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County	No. 4938 Chancery, in the Circuit Court for Somerset County.
vs.	
Nora M. Dryden, et al	

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 Thursday, November 12, 1936, I did take the following depositions, that is to say.

Vernon Dryden, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Vernon Dryden, 29 years, Princess Anne, Somerset County, Maryland, Clerk.

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

Ans. The Plaintiff is the Receiver for the Peoples Bank of Somerset County. The defendants are all related to me and I have known them all my life. They are all adults, above the age of twenty-one years. Mrs. Nora Dryden lives in Princess Anne, Somerset County, Maryland, and the other defendants, Lillian Horner and David Horner reside in Caroline County, Maryland.

Int. 3 - Did you know Charles S. Dryden? If yes, is he living or dead, if dead, did he leave a will, if he did not who are his heirs at law and was there or not any administration on his estate?

Ans. Yes, I knew Charles S. Dryden and he died on or about March 5, 1936. He left no will nor any personal estate of value and there was no administration on his estate. His heirs at law are his widow, Nora M. Dryden, and a daughter, Lillian Dryden Horner, who married David Horner. Mr. Dryden's personal estate was wholly insufficient to pay his debts.

Int. 4 State whether or not Mr. Dryden owned any real estate at the time of his death. If so, please describe it and state its value in your opinion.

Ans. Yes, he left four small lots of land in West Princess Anne Election District, situate west of Beckford Avenue in Princess Anne on the south side of a ditch adjoining land formerly owned by Kirby Smith and also adjoining the lands owned or formerly owned by James Dennis containing approximately one acre, described as Lots Nos. six, seven, eight and nine on a plat and certificate filed with and as a part of a deed from Thomas H. Kiah to David Carrow recorded among the land records of Somerset County in W. J. S. No. 71, folio 206. Mr. Dryden acquired Lot No. 6 from Emma F. Waters by deed dated April 29, 1927, recorded among the land records of Somerset County in Liber G. W. L. No. 94, folio 356, and he acquired Lots No. 7, 8 and 9 from Thomas H. Kiah by deed dated August 24, 1920, and recorded among the aforesaid land records in Liber W. J. S. No. 81, folio 217. In my opinion these four lots are worth approximately Five Hundred dollars. Mr. Dryden died seized and possessed also of an undivided one third interest in a tract or land situate on the Mount Vernon Road in West Princess Anne Election District containing approximately 21.55 acres of land which he acquired as a tenant in common with C. Edwin Hayman and R. Mark White by deed from James W. A. Walker and wife dated May 28, 1924, and recorded among the aforesaid land records in Liber W. J. S. No. 90, folio 455. Mr. Dryden's interest in this tract in my opinion is worth approximately three hundred dollars.

Court question and answer.

"Nothing further".

Witness: Harry C. Dashiell. Vernon Dryden

J. Arthur Powell, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. J. Arthur Powell, 53 years, Bank Clerk, Princess Anne, Maryland.

Int. 2 - Do you know the parties tothis Suit? If so how long have you known them and where do they reside and what are their ages?

Ans. Yes, I know all the parties to this suit. Mr. Sterling, the Receiver for the Peoples Bank of Somerset County, is an adult residing in Baltimore, Maryland. The defendants, Mrs.

Nora Dryden and Lillian Horner and David Horner are all adults. Mrs. Dryden resides in Princess Anne, Somerset County, Maryland, and Mr. and Mrs. Horner reside in Caroline County, Maryland.

Int. 3 - Did you know Mr. Charles S. Dryden? If so, is he living or dead. If dead, did he leave a will and if not who are his heirs at law?

Ans. Yes, I knew Mr. Dryden very well. He died intestate last spring and his heirs at law are his widow, Mrs. Nora M. Dryden and a daughter, Lillian Horner who married David Horner.

Int. 4 - Please state whether or not Mr. Dryden left any personal estate and if so was it sufficient to pay his debts and was there or not any administration on said personal estate?

Ans. Mr. Dryden left very little if any personal estate which was wholly insufficient to pay his debts and there was no administration on his estate.

Int. 5 - Please state whether or not Mr. Dryden owned any real estate at the time of his death and if so please describe it and estimate its value.

Ans. Yes, he left approximately an acre situate in West Princess Anne Election District, west of but not adjacent to Beckford Avenue and adjoining the lands formerly owned by Kirby Smith. These lots are designated as Nos. six, seven, eight and nine, on a plat and certificate filed among the land records of Somerset County in W. J. S. No. 71, folio 206. In my opinion these lots have not much value and I would say are worth approximately seventy-five dollars. He also owned at the time of his death an undivided one third interest in a twenty-one and one half acre tract of land, situate on the Mount Vernon Road in West Princess Anne Election District known as the Princess Anne Baseball Park. This was conveyed to the said Dryden, C. Edwin Hayman and R. Mark White, as tenants in common by James W. A. Walker and wife, by deed dated May 28, 1924, and recorded among the land records of Somerset County in W. J. S. No. 90, folio 455. In my opinion Mr. Dryden's undivided interest in this tract of land is worth approximately two hundred dollars.

Court question and answer.

"Nothing further."

Witness: Harry C. Dashiell. J. Arthur Powell.

Marjorie Lankford, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Marjorie Lankford, twenty-six years, Receiver's Representative, Princess Anne, Maryland.

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

Ans. Yes, I know all the parties to this suit. Mr. Sterling, the Receiver for the Peoples Bank of Somerset County, resides in Baltimore City, Maryland. Mrs. Dryden lives in Somerset County, Maryland, and Mr. and Mrs. Horner in Caroline County. All of the parties to the proceedings are adults over the age of twenty-one years.

Int. 3 - As the Representative of the Receiver for the Peoples Bank of Somerset County, who is the plaintiff in this case, can you state whether or not Mr. Dryden was indebted to the plaintiff at the time of his death?

Ans. Yes, Mr. Dryden was indebted to the Receiver on a judgment entered May 15, 1933, in No. 97 Appearances, April Term 1933, against the said Charles S. Dryden and Nora M. Dryden, for the principal sum of $319.28, with interest from May 15, 1933, with $33.18 collection charges, and $7.00 costs. No. part of this said indebtedness has been paid to date. Mr. Dryden was further indebted to the Receiver on several judgments subsequent to the one above set out and duly recorded among the records of the said Circuit Court.

Court question and answer.

"Nothing further".

Witness: Harry C. Dashiell. Marjorie Lankford

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 12th dayof November, nineteen hundred and thirty-six.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of costs:

Harry C. Dashiell, Examiner	$4.00
Witnesses	2.25
	$6.25

And thereafter to wit, on the twenty-third day of November, in the year nineteen hundred and thirty-six, the Circuit Court here passed the following decree in the premises, to wit:

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County	) No. 4938 Chancery
vs.	) Circuit Court for Somerset
Nora M. Dryden et al	) 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-third day of November, in the year nineteen hundred and thirty-six by the Circuit Court for Somerset County, in Equity, ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned, or as much thereof as may be necessary, be sold, and that Edgar A. Jones be and he 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-third in cash of day of sale, and the balance within six months thereafter, or all cash, at the option of the purchaser or purchasers, the credit portion to bear interest and be secured to the satisfaction of the 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, and at the time of advertising said sale the Trustee shall give notice to all persons having claims against the said Charles S. Dryden warning them to file the same with the Clerk of the Circuit Court for Somerset County, with the vouchers thereof, legally authenticated, or or before the 1st day of February, 1937.

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, principal, of Somerset County, Maryland, 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 sone, 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 22d of December, 1936;

WHEREAS, by a decree of the Circuit Court for Somerset County, Maryland, bearing date the 23d of November, 1936, and passed in a cause inwhich Warren F. Sterling, Receiver is complainant and Nora M. Dryden and others are defenants, the same being No. 4938 Chancery, 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 execute said trust:

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 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)
Principal

Test: Benjamin L. Barnes.

THE MARYLAND CASUALTY COMPANY

by L. C. Beauchamp
Attorney in Fact.

Which said Bond was thus thereon endorsed, to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the twenty-third day of December, in the year nineteen hundred and thirty-six, 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:

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County)	No. 4938 Chancery, in the Circuit Court
)	for Somerset County, in Equity.
vs.)	
Nora M. Dryden, et al)	

To the Honorable, the Judges 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 23rd day of November, in the year Nineteen hundred and thirty six, and after having given bond, with 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 Marylander and Herald, a weekly newspaper published in Somerset County, Maryland, and by hand bills posted at the Court House door in Princess Anne, he did in pursuance of said notice attend in front of of the said Court House door, in Princess Anne, Maryland, on Tuesday December 22nd, 1936, at about the hour of two o'clock P. M. and then and there proceeded to sell at public auction the following described real estate:

First: He offered all those lots or parcels of land situate in West Princess Anne Election District, Somerset County, Maryland, back from and West of Beckford Avenue in the town of Princess Anne, on the South side of a ditch adjoining the lands formerly owned by Kirby Smith and land owned or formerly owned by James Dennis, containing approximately one acres, being accurate-

ly described as lots Numbers six, seven, eight and nine on a plat and certificate filed with a deed from Thomas H. Kiah to David Carrow recorded among the land records of Somerset County in Liber W. J. S. No.71 folio 206 and being the same land conveyed to Charles S. Dryden by two deeds, one from Emma F. Waters dated April 29th, 1927, recorded among the aforesaid land records in Liber G. W. L. No. 94, folio 356, and the other from Thomas H. Kiah dated August 24th, 1920 and recorded as aforesaid in W. J. S. No. 81 folio 217, and sold the same to Peter Layfield at and for the sum of one hundred and five dollars, he being the highest bidder therefor, and the pruchaser has complied with the terms of sale.

Second: Your Trustee offered an undivided one third interest in and to allthat tract of land situate in West Princess Anne Election District, Somerset County, Maryland, on the North side of the State road leading from Princess Anne to Mt. Vernon, on part of which the Princess Anne baseball park is located, containing an aggregate of twenty one and fifty five hundredths acres, which said interest was acquired by Charles S. Dryden, deceased by deed from James W. A. Walker and wife to the said Charles S. Dryden, C. Edwin Hayman and R. Mark White, dated May 28th, 1924, and recorded among the aforesaid land records in Liber W. J. S. No. 90 folio 455, and sold the same to E. Edwin Hayman at and for the sum of three hundred and twenty five dollars, he being the highest bidder therefor and the purchaser has complied with the terms of sale.

And the Trustee charges himself with the proceeds of said sale as cash, and prsys 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 23rd dayof December, in the year Nineteen hundred and thirty-six, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Trustee, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true as therein stated 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:

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County	) No. 4938 Chancery, in the Circuit Court
	) for Somerset County, in Equity.
vs.	)
Nora M. Dryden, et al	)

Ordered this 23rd day of December, in the year Nineteen hundred and thirty-six, by the Circuit Court for Somerset County, that the sale of the 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 25th day of January, 1937, 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 23rd day of January, 1937.

The report states the amount of sales to be $430.00.

J. Millard Tawes,

Clerk of the Circuit Court for Somerset County.

And now at this day, to wit: on the 27th day of January, in the year nineteen hundred and thirty-seven, 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:

Warren F. Sterling, Receiver for the Peoples Bank of Somerset County vs. Nora M. Dryden, et al	No. 4938 Chancery, in the Circuit Court for Somerset County.

Ordered by the Circuit Court for Somerset County in Equity, this 27th day of January, 1937, that the sale of the real estate mentioned in the proceedings made and reported by Edgar A. Jones, Trustee, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and it is further ordered that the papers in the case be turned over to the auditor to state an account.

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, Attorney, Ex parte, Trust created by mortgage from George N. Byrd and wife to J. Stanley Adams and Company.	Be it remembered that heretofore to wit, on the twentieth day of November, in the year nineteen hundred and thirty-six, 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 J. Stanley Adams & Company by a certain George N. Byrd and Emma F. Byrd, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 28th day of July in the year nineteen hundred and twenty seven by George N. Byrd and Emma F. Byrd, his wife, of Somerset County, in the State of Maryland, witnesseth:-

Whereas the said George N. Byrd and Emma F. Byrd, his wife, are indebted unto S. James Adams and J. Stanley Adams, partners, trading as J. Stanley Adams and Company, of said Somerset County, Maryland, in the sum of fifteen hundred and twenty one dollars and seven cents ($1521.07) for money advanced to pay part of the purchase price for the first piece of real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said George N. Byrd and Emma F. Byrd for the said sum dated evenly herewith, payable to the order of the said J. Stanley Adams and Company, two years after date, with interest from date, payable annually from date, and whereas for the purpose of further securing the payment of said sum 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 George N. Byrd and Emma F. Byrd, his wife, do hereby grant and convey unto the said S. James Adams and J. Stanley Adams, partners, trading as J. Stanley Adams and Company, their heirs and assigns:

First: All that lot or parcel of land situate, lying and being in Lawson's Election District, Somerset County, Maryland, and being near the lands of Ann Byrd and bounded on the East by the land of W. C. Stevens, on the West by George Carroll, on the South by William Whittington and on the North by Ann Byrd, being the same land conveyed unto George N. Byrd and Emma F. Byrd, his wife, by Carrie T. Davis by deed dated the 12th day of July 1927 and recorded among the land records of Somerset County, Md. in Liber G. W. L. No. 94 folio 360 etc.

Second: All that lot or parcel of land lying and being in Lawson's Election District, Somerset County, Maryland, opposite St. Paul's Episcopal Church, bounded on the East by the M. E. Cemetery, on the South by the County road and on the North and West by the land of Herbert Ward, being all the land conveyed unto the said George N. Byrd by Phillip H. Whittington by deed dated August 2nd, 1919 and recorded among the land records of Somerset County, Maryland in liber W. J. S. No. 78 folio 555 etc. and reference is hereby made to the said deeds and all the references in them contained 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 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 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 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 heirsor 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 adveritsement, 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 nine 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 mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagees hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagees may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: George N. Byrd (SEAL)

Anna G. Jones Emma F. Byrd (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 28 day of July in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Somerset, there personally appeared George N. Byrd and Emma F. Byrd, 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 J. Stanley Adams, 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 have hereunto signed my name and affixed my official seal on the day and year first above written.

Anna G. Jones. SEAL OF NOTARY

Received for Record 5th Augt. 1927, and recorded in Liber G. W. L. No. 95, folio 216, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

ASSIGNMENT

For value received I hereby assign the within mortgage to J. Stanley Adams, this the tenth day of May, 1935.

Witness: M. Cecie Adams S. J. Adams

Filed for Record 13th June, 1935, and recorded in Liber G. W. L. No. 95, folio 216.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT

For value received I hereby assign the within mortgage to S. J. Adams, this the nineteenth day of November, 1936.

Witness; Anna Mae Adams. J. Stanley Adams

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

KNOW ALL MEN BY THESE PRESENTS, that we, Edgar A. Jones, S. James Adams, and J. Stanley Adams, all of Somerset County, 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 State of Maryland

or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 19th day of November, in the year nineteen hundred and thirty-six,

WHEREAS, by a Mortgage dated July 28, 1927, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 216, George N. Byrd and Emma F. Byrd conveyed to S. James Adams and J. Stanley Adams, partners trading as J. Stanley Adams and Company, certain real estate in said Somerset County, to secure the sum therein mention- and whereas the said mortgage has been duly assigned to the said S. James Adams, which said assignment is duly recorded among the aforesaid land records and whereas the said Edgar A. Jones, Attorney, 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 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)
Anna Mae Adams	J. Stanley Adams	(SEAL)
Witness	S. J. Adams	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fourteenth dayof December, in the year nineteenhundred and thirty-six, 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 a mortgage from George N. Byrd and Emma F. Byrd, his wife, to J. Stanley Adams and S. James Adams, partners trading as J. Stanley Adams & Company	))))	No. 4950 Chancery In the Circuit Court for Somerset County.

To the Honorable, the Judges of said Court:

The report of Edgar A. Jones, Attorney, named in a mortgage made and executed by George N. Byrd and Emma F. Byrd, his wife, to J. Stanley Adams and S. James Adams, partners trading as J. Stanley Adams & Company, dated July 28th, 1927, and recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 216, which said mortgage was duly assigned to the aforesaid S. James Adams by assignment dated November 19th, 1936, and duly of record among the records of the Circuit Court for said Somerset County, 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 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 insaid Somerset County, once a week for three successive weeks before the day of sale and by poster set up at the Court house door in said Somerset County, he did

pursuant to said advertisement and notice attend in front of the Post Office door in Marion Station, Maryland, on the 14th day of December, 1936, at or about the hour of ten o'clock A. M., and then and there proceed to sell the property described in said mortgage, to wit:

First: All that lot or parcel of land situate, lying and being in Lawson's Election District, Somerset County, Maryland, and being near the lands of Ann Byrd and bounded on the East by the land of W. C. Stevens, on the West by George Carroll, on the South by William Whittington, and on the North by Ann Byrd, being the same land conveyed unto George N. Byrd and Emma F. Byrd, his wife, by Carrie T. Davis by deed dated the 12th day of July, 1927, and recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 94, folio 360, etc.

Second: All that lot or parcel of land lying and being in Lawson's Election District, Somerset County, Maryland, opposite St. Paul's Episcopal Church, bounded on the East by the M. E. Cemetery, on the South by the County Road, and on the North and West by the land of Herbert Ward, being all the land conveyed unto the said George N. Byrd by Phillip H. Whittington by deed dated August 2nd, 1919, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 78, folio 555, etc.

He first offered the tracks of land separately and then as a whole and sold all of the land above described to the said S. James Adams, he being then and there the highest bidder therefor at and for the sum of five 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 -		$500.00
To Carlos Bozman, Treasurer, for 1935 and 1936 taxes	$21.43	
The Somerset News, publishing advertisement & Order Nisi	21.00	
J. Millard Tawes, Clerk of the Court, costs	20.50	
To Attorney	39.00	101.93
To S. James Adams, Mortgagee		$ 399.07
Principal mortgage debt	1500.00	
Interest on mortgage debt	217.50	1,717.50
Balance due on mortgage debt		$ 1,318.43

Respectfully submitted,

Edgar A. Jones, Attorney.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 14th day of December, nineteen hundred and thirty-six, 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 a mortgage from George N. Byrd and Emma F. Byrd, his wife, to J. Stanley Adams, and S. James Adams, partners trading as J. Stanley Adams & Company	) No. 4950 Chancery) In the Circuit Court for) Somerset County.)

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 be shown on or before the 16th day of January, 1937, 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 13th day of January, 1937.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 27th day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said Attorney named in the mortgage, and on motion of the said Attorney the Court here passed the following order, to wit:

Edgar A. Jones, Attorney, Ex-parte, under power in a mortgage from George N. Byrd and Emma F. Byrd, his wife, to J. Stanley Adams and S. James Adams, partners trading as J. Stanley Adams & Company	No. 4950 Chancery In the Circuit Court for Somerset County

Ordered by the Court this 27th day of January, 1937, 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 Tawes, Clerk.

"""

Harry C. Dashiell, Assignee Ex-parte, Trust created by power in a mortgage from Walter D. Webster and wife, to the Deals Island Bank, assigned to Warren F. Sterling, Receiver, and assigned by said Receiver for foreclosure, etc.	Be it remembered that heretofore to wit, on the eleventh day of March, nineteen hundred and thirty-six, a certain Harry C. Dashiell, 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 the Deals Island Bank by a certain Walter D. Webster and Hattie B. Webster, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 5th day of January, in the year nineteen hundred and thirty-one, by Walter D. Webster and Hattie B. Webster, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, witnesseth:

Whereas the said mortgagors are indebted to the "Deals Island Bank", a body corporate, in the sum of twenty-eight hundred and seventy-five dollars for 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 Deals Island Bank, hereinafter called the 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, this mortgage is executed, which said mortgage is a prior and superior lien to a mortgage from the said mortgagors to the Bank of Somerset, a body corporate, dated evenly herewith, upon the real estate hereinafter described.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Walter D. Webster and Hattie B. Webster, his wife, do grant and convey to the said Deals Island Bank, a body corporate, its successors and assigns, all that lot or parcel of land on Deals Island, in Somerset County, Maryland, which was conveyed to the said mortgagors by the said Deals Island Bank by deed dated the 23rd day of December, 1930, 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 Deals Island Bank by Harry C. Dashiell, trustee in bankruptcy of the said Walter D. Webster, by deed dated the 20th day of December, 1930, re-

corded or intended to be recorded among the land records of said county, and also being the same and all the real estate which was conveyed to the said Walter D. Webster and Annie L. Webster by Marion L. Collier and wife by deed dated the 25th day of September, 1918, recorded among said records in Liber W. J. S. No. 74, folio 576, etc, and also mentioned, described and conveyed in a deed to the said mortgagors from Walter C. Webster, Clyde Webster and Horace Webster and wife, dated the 24th day of December, 1930, and recorded or intended to be recorded among the said land records, the real estate hereby conveyed lying and binding upon the main county road leading to Wenona, and containing one-half acre, more or less; to which said deeds and records, 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 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, inthe mean time, all taxes and assessments, public debts and charges, of everykind, 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 Attorneyor 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 jursidiction 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 benefot of the said mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: Arthur Andrews. Walter D. Webster (SEAL)

Hattie B. Webster (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 5th day of January, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Walter D. Webster and Hattie B. Webster, 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 hereto subscribe my name and affix my notarial seal the day and year aforesaid.

Arthur Andrews SEALOF

Notary Public NOTARY

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 5th day of January, nineteen hundred and thirty-one, 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 inthe 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, the mortgagee in said mortgage and that he is authorized to make this affidavit.

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

Samuel H. Sudler SEAL OF

Notary Public NOTARY

Received for Record Jan. 6, 1931 and recorded in Liber G. W. L. No. 98, folio 510, one of the land records of Somerset County.

Per: J. Millard Tawes, Clerk.

Under authority of an order of the Circuit Court for Somerset County, passed in No. 4572 Chancery, on March 10th, 1936, the Deals Island Bank hereby assigns the within and aforegoing mortgage to Warren F. Sterling, duly appointed Receiver for said Deals Island Bank. As witness the corporate seal of said Deals Island Bank and the hand of Wm. B. Spiva, the President of said Bank, this 10th day of March, 1936.

Test: CORPORATE Wm. B. Spiva

Eunice Pilchard. SEAL President of said Deals Island Bank

Under authority of an order of the Circuit Court for Somerset County, passed in No. 4572 Chancery, on March 10th, 1936, and as Receiver of the said 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 11th day of March, 1936.

Test: Warren F. Sterling (SEAL)

Winifred A. Duggan Receiver for the Deals Island Bank

Filed for Record 11th March, 1936, and recorded in Liber G. W. L. No. 98, folio 510.

Test: J. Millard Tawes, Clerk.

And thereupon the said Harry C. Dashiell, Assignee, filed in Court here a bond inthe 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, a body corporate duly incorporated under the Laws of the State of New York, surety, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred dollars ($2500.00), to be paid to the said State of Maryland, or its certain attorney; towhich payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of March, nineteen hundred and thirty six.

Whereas the above bounden, Harry C. Dashiell, by virtue of the power contained in a mortgage from Walter D. Webster and Hattie B. Webster, his wife, to the Deals Island Bank, a body corporate, dated the 5th day of January, nineteen hundred and thirty one, and recorded among the land records of said Somerset County in Liber G. W. L. No. 98 folio 510 etc., which said mortgage was assigned by the said Deals Island Bank to Warren F. Sterling, Receiver for said Deals Island Bank on March 10, 1936, and was further assigned by the said Warren F. Sterling, Receiver aforesaid, to the said Harry C. Dashiell for the purpose of foreclosure and collection on March 11, 1936, 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 relating to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN testimony whereof the above bounden,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 and its corporate seal to be affixed hereto, the day andyear above written.

Test: Harry C. Dashiell (SEAL)

James R. Stewart to both CORPORATE AMERICAN SURETY COMPANY OF NEW YORK

Test: SEAL By Harry C. Dashiell

Attorney in fact.

Which said bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighth day of April, in the year nineteen hundred and thirty-six, 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:

Harry C. Dashiell, Assignee, Ex-parte Under power in a mortgage from Walter D. Webster and Hattie B. Webster, his wife, to the Deals Island Bank, assigned to Warren F. Sterling, Receiver, and assigned by said Receiver for foreclosure etc.	) No. 4795 Chancery) In the Circuit Court for) Somerset County.) In Equity.)

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 Walter D. Webster and Hattie B. Webster, his wife to the Deals Island Bank, dated the 5th day of January, nineteen hundred and thirty one, and recorded among the land records of said Somerset County in Liber G. W. L. No. 98 folio 510 etc., the said mortgage having been duly assigned to the undersigned for the purpose of collection and foreclosure, and 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 weeks 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 seventh day of April, nineteen hundred and thirty-six, at or about the hour of 2 o'clock P. M. and then and there proceed to sell said real estate as follows:

Your said Assignee offered 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, lying and binding on the main county road at Wenona, adjoining the lands of Willie Mister, N. W. Webster's heirs and Dewey Webster, containing one-half of an acre, more or less, whereon the said Walter D. Webster and wife reside, and being the same land which was conveyed to the said Walter D. Webster and Hattie B. Webster, his wife, by the Deals Island Bank, a corporation, by deed dated December 23, nineteen hundred and thirty, and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 100 folio 583; and which said real estate is improved by a dwelling house, store house and outbuildings; and sold said real estate to Warren F. Sterling, Receiver for the Deals Island Bank, he being then and there the highest and best bidder therefor, at and for the sum of Eleven Hundred Dollars ($1100.00), 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:

By the whole amount of the proceeds of sale		$ 1100.00
Disbursements		
To J. Millard Tawes, Clerk's Costs	$ 11.50	
To Somerset Pub. Co., adv. sale & order nisi	22.25	
" Edwin Muir, auctioneer	3.00	
" American Surety Co., bond	10.00	
" Carlos Bozman, State & county taxes	117.33	
" Harry C. Dashiell, Solicitor's fee & commissions	88.00	
" Warren F. Sterling, Receiver for Deals Island Bank on account of mortgage debt & interest, balance of proceeds	847.92	1100.00

Respectfully submitted,

Harry C. Dashiell, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 8th day of April, nineteen hundred and thirty-six, 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 aforegoing 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 Walter D. Webster and Hattie B. Webster, his wife, to the Deals Island Bank, assigned to Warren F. Sterling, Receiver, and assigned by said Receiver for foreclosure.	) No. 4795 Chancery) In the Circuit Court) for Somerset County,) In Equity.)

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 6th day of May, 1936; 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 May, 1936.

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-seventh day of January, nineteen hundred and thirty-seven, 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 Walter D. Webster and Hattie B. Webster, his wife to Deals Island Bank, and assigned for foreclosure etc.	) No. 4795 Chancery) In the Circuit Court) for Somerset County) In Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this27th day of January, nineteen hundred and thirty-seven, that the sale of the real estate 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.

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George H. Myers, Assignee, Ex parte under power in mortgage from Sarah L. Fontaine and husband	) Be it remembered that heretofore, to wit, on the) twentieth day of November, nineteen hundred and) thirty-six, George H. Myers, 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 the Bank of Somerset by a certain Sarah L. Fontaine and Harry E. Fontaine, her husband, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 27th day of February, in the year nineteen hundred and thirty, by Sarah L. Fontaine and Harry E. Fontaine, her husband, 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 twenty-four hundred dollars for money advanced and paid by the said mortgagee for the said Sarah L. Fontaine 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 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 Sarah L. Fontaine and Harry E. Fontaine, her husband, do grant and convey to the said Bank of Somerset, its successors and assigns, all that farm or tract of land, known as the George R. Revell farm, or by whatever name it may be known or called, situate in Fairmount Election District, in Somerset County, in the State of Maryland, lying and binding on the north side of a branch of the Annamessex River, called Sudler's Creek, containing one hundred and eighty-eight acres, more or less, and being the same and all the land which was conveyed to the said Sarah L. Fontaine by Arthur W. Lankford and Stanley E. Lankford, Executors of the last will and testament of Edward B. Lankford, late of Somerset County, deceased, by deed dated the 14th day of January, 1930, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and also being the same and all the land which was conveyed to the said Edward B. Lankford by John R. Green and others by deed dated the 31st day of August, 1922, recorded among the land records of said county in Liber W. J. S. No. 86, folio 388 etc, to which said deeds and to the report of said executors of said sale duly ratified by the Orphans Court for Somerset County, special reference is hereby made for 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 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 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 jursidiction 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 jurisidiction 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 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 pplicy 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: Sarah L. Fontaine (SEAL)

Samuel H. Sudler. Harry E. Fontaine (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 27th day of February, in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Harry E. Fontaine and Sarah L. Fontaine, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me William 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 that he is the 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.

Samuel H. Sudler SEAL OF

Notary Public NOTARY

Received for Record 27th Feby. 1930, and recorded in Liber G. W. L. No. 98, folio 326, one of the Land Records of Somerset County.

Per: 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 dayof August, 1934.

Attest: CORPORATE BANK OF SOMERSET
Princess Anne, Md.

S. H. Sudler SEAL By Wm. B. Spiva
Cashier President.

Filed for Record September 13th, 1934, and recorded in Liber G. W. L. No. 98, folio 326.

Test: J. Millard Tawes, Clerk.

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, for the purpose of foreclosure.

Witness the signature of The Somerset Mortgage and Certificates Corporation, by William B. Spiva, its Vice-President, attested by its Secretary, with its corporate seal affixed this 20th day of November, 1936.

Attest: CORPORATE THE SOMERSET MORTGAGE AND CERTIFICATES CORPORATION

Eunice Pilchard. SEAL BY William B. Spiva
Secretary. Vice-President

Filed for Record November 20th, 1936, and recorded in Liber G. W. L. No. 98, folio 326.

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, 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 twentieth dayof November, nineteen hundred and thirty-six.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Sarah L. Fontaine and Harry E. Fontaine, her husband, to Bank of Somerset, dated February twenty seventh, nineteen hundred and thirty, and recorded among the land records of Somerset County, Maryland, in Liber No. 98, folio 326, 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 propertyor the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Eunice Pilchard Geo. H. Myers (SEAL)
Witness. William B. Spiva (SEAL)

Which said bond was thus thereon endorsed, to wit:

Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-third day of December, in the year nineteen hundred and 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:

George H. Myers, Assignee, Ex parte under power in mortgage from Sarah L. Fontaine and Harry E. Fontaine, her husband	)	No. 4953 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.

To the Honorable, the Judges of said Court:

The report of sales of George H. Myers, Assignee of a certain mortgage made and executed by Sarah L. Fontaine and Harry E. Fontaine, her husband to Bank of Somerset and dated February 27, 1930 and recorded among the Land Records of said Somerset County in Liber No. 98 folio 326, 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 twenty-second day of December in the year nineteen hundred and thirty six 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 known as the George R. Revelle farm, situate in Fairmount Election District in said Somerset County, lying and binding on the north side of a branch of the Annamessex River, known as Sudler's Creek, containing 188 acres, more or less and being the same and all of the land conveyed to the said Sarah L. Fontaine by deed from Arthur W. Lankford, et al., Executors of the will of Edward B. Lankford, dated January 14, 1930, and recorded among the land records of said Somerset County, in Liber No. 99, folio 575, 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 Twenty five 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:

George H. Myers, Solicitor's fee	$ 10.00
Carlos Bozman, Treasurer, State & County taxes for 1936	51.03
Marylander and Herald, advertising sale	17.00
Edwin B. Muir, auctioneer	2.00
J. Millard Tawes, Clerk's fees	11.00
George H. Myers, Commissions per Chancery Rule	135.00
Balance to The Somerset Mortgage and Certificates Corporation on account of mortgage debt, interest and taxes advanced	2273.97
TOTAL . . . . . $	2500.00

Respectfully submitted,

Geo. H. Myers,

Assignee.

STATE OF MARYLAND, SOMERSET COUNTY, Sct:

On this 23rd day of December, nineteen hundred and thirty-six, 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 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 Sarah L. Fontaine and Harry E. Fontaine, her husband	) No. 4953 Chancery) In the Circuit Court for) Somerset County, Maryland.

ORDERED, that the sale of the property mentioned in these proceedings and distribution of proceeds thereof, made and reported by George H. Myers, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of February, 1937, 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 31st day of January, 1937.

The report states the amount of sales to be $2500.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the third day of February, in the year nineteen hundred and thirty-seven, 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 Sarah L. Fontaine and Harry E. Fontaine, her husband	) No. 4953 Chancery) In the Circuit Court for) Somerset County, Maryland.

ORDERED BY THE COURT, This third day of February, 1937, that the sale and the distribution of the proceeds thereof made and reported by the 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.

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L. Creston Beauchamp, Ex parte Trust created by mortgage from Thomas H. Kiah and wife	) Be it remembered that heretofore, to wit, on the) twentieth day of November, in the year nineteen) hundred and thirty-six, a certain L. Creaton Beau-

champ, Attorney, 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, a Maryland corporation, by a certain Thomas H. Kiah and Cynthia O. Kiah, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this third day of January, in the year nineteen hundred and twenty-seven, by Thomas H. Kiah and Cynthia O. Kiah, his wife, of Somerset County, Maryland, witnesseth:

Whereas, the said Thomas H. Kiah and Cynthia O. Kiah, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation, in the sum of eighteen hundred dollars, for money this day loaned, evidenced by the bill obligatory of the said Thomas H. Kiah and Cynthia O. Kiah, his wife, for said sum of eighteen hundred dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County, one year after date, with interest from date, payable semi-annually from date, and whereas, for the purpose of securing the payment of said sum of eighteen hundred dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said

Thomas H. Kiah and Cynthia O. Kiah, his wife, hereby grant and convey unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all those lots, tract or parcels of land situate, lying and being in Somerset County, Maryland, and described as follows:

1. All that tract of land in West Princess Anne Election District, containing 19 acres, more or less, which was conveyed to Thomas H. Kiah by William L. Pryor and wife by deed dated the 3d of September, 1917, recorded among the land records of said Somerset County in Liber W. J. S. No. 73, folio 332.

2. All that tract of land in Mount Vernon Election District, on the Wicomico River, containing 14 3/4 acres, more or less, which was conveyed to the said Thomas H. Kiah by Alice T. Willis and the Bank of Somerset by deed dated the 4th of October, 1923, recorded among said land records in Liber W. J. S. No. 87, folio 440, and which is fully and accurately described in the plat and certificate filed with and as a part of said deed, together with the right of way mentioned in said deed.

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

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

PROVIDED that if the said Mortgagors shall well and truly pay unto the said Mortgagee, the aforesaid sumof 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 inthe event of a sale of said property, under thepowers 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 jursidiction 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 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 mortagee 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: Thos. H. Kiah (SEAL)

Vernon E. White Cynthia O. Kiah (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY to wit:

I HEREBY CERTIFY, That on this third day of January, 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 Thomas H. Kiah and Cynthia O. Kiah, 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 is authorized to make this affidavit.

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

Vernon E. White SEAL OF

Notary Public NOTARY

Received for Record 3rd January, 1937, and recorded in Liber G. W. L. No. 95, folio 50, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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 credit of Harry E. Muir, County Treasurer.

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

Test: Corporate Henry J. Waters

O. J. Croswell, Cashier Seal President of Peoples Bank of Somerset County, a corporation.

And thereupon the said L. Creston Beauchamp, Attorney named in mortgage, 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 sum of three thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, sealed with our seals and dated this twentieth day of November, nineteen hundred and thirty-six.

WHEREAS, by mortgage dated the third of January, 1927, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 50, a certain Thomas H. Kiah and Cynthia Kiah, 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 virtue of the power and authority contained therein the said L. Creston Beauchamp, as attorney named therein, is authorized to sell the said mortgaged property and is about to exercise the power of sale 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 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 therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principal
THE MARYLAND CASUALTY COMPANY
by L. C. Beauchamp
Attorney in fact.

Test: James R. Stewart.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteenth day of December, nineteen hundred and thirty-six, 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. Creston Beauchamp, Ex parte, Trust created by mortgage from Thomas H. Kiah and wife	) No. 4952 Chancery
	) In the Circuit Court for
	) Somerset County, Maryland.

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

The report of L. Creston Beauchamp, attorney named in a mortgage from Thomas H. Kiah and Cynthia Kiah, his wife, to the Peoples Bank of Somerset County, dated the 3d of January, 1927, recorded among the land records of said Somerset County in Liber G. W. L. No. 95, folio 50, under and by virtue of the power of sale contained therein, respectfully represents, that after giving bond with approved security for the faithful discharge of the trust reposed in him by said mortgage, and as required by law, and after having given notice of the time, place, manner and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper published in said Somerset County, for twenty days previous to said sale, he did, pursuant to said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday, the 15th of

December, 1936, at the hour of two o'clock P. M., and did and there proceed to sell the two tracts of land mentioned in said mortgage, after having announced that he would offer the tracts separately, and reserving the bids thereon, offer the two tracts together, and sell in the manner in which the highest price was offered, as follows:

He first offered all that tract of land in Mount Vernon Election District, Somerset County, Maryland, on the Wicomico River, containing 14 3/4 acres, more or less, which was conveyed to Thomas H. Kiah by Alice T. Willis and the Bank of Somerset by deed dated October 4th, 1923, recorded among said land records in Liber W. J. S. No. 87, folio 440, together with the right of way connected to said land, and received as the highest bid therefor the sum of one hundred dollars from Edgar A. Jones, which bid was reserved;

He then offered all that tract of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the south side of the state road leading from Princess Anne to Mount Vernon, adjoining the lands of Omar J. Jones and others, and containing 19 acres, more or less, which was conveyed to Thomas H. Kiah by William L. Pryor and wife by deed dated the 3d of September, 1917, recorded among said land records in Liber W. J. S. No. 73, folio 332, and received as the highest bid therefor the sum of one thousand dollars from Omar J. Jones, which bid was reserved;

He then offered the two properties together, starting the bid with eleven hundred dollars, and received no further bid; therefore, selling the property as first offered, -that is, the first parcel offered was sold to Edgar A. Jones for the sum of one hundred dollars, and the second parcel offered was sold to Omar J. Jones for one thousand dollars, and both purchasers have complied with the terms of sale to the satisfaction of the trustee.

And your trustee further reports that he has distributed the proceeds of sale as follows:

Total amount of sale -			$ 1100.00
State and county taxes -		$ 684.57	
Premium on bond -		12.00	
Auctioneer -		3.00	
Clerk's Costs -		21.00	
Advertising & Order Nisi -		22.00	
Commissions, per Chancery Rule - - - - - - - - - - - - - - - - - -		78.00	820.57
			279.43
Mortgage debt - - - - - - - - - - -	$ 1800.00		
Interest to day of sale - - - - -	605.00		2405.00
Balance due holder of mortgage			2125.57

Respectfully submitted,

L. Creston Beauchamp

Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of December, 1936, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the trustee named in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true as therein set forth, and that the sale therein reported and the distribution of proceeds of sale therein were fairly made.

J. Millard Tawes,

Clerk of Court.

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

L. Creston Beauchamp, Ex parte. Trust Created by mortgage from T. H. Kiah and wife to the Peoples Bank.	)	No. 4952 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 18th dayof December, 1936, that the report of L. Creston Beauchamp, trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported and the distribution of the proceeds of said sale by him made, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 26th day of January, 1937, 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 January, 1937.

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

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp,	)	No. 4952 Chancery
Ex parte	)	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, andno cause to the contrary having been shown, it is this 4th day of February, 1937, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported, and the distribution of the proceeds thereof by him made, be and the same are hereby finally ratified and confirmed.

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. Murray, et al	)	Be it remembered that heretofore, to wit, on the twenty-
vs.	)	first day of August, in the year nineteen hundred and
Alma Insley, et al	)	thirty-six, a certain George H. Murray, et al, by his sol-
	)	

icitor, George H. Myers, exhibited and filed in the Circuit Court here a bill of complaint against Alma Insley, Clark Insley, Edna Murray, Howard Murray, Ralph Murray, Alvin Murray, Warren F. Sterling, Receiver and C. Edwin Hayman and Lee L. Hayman, trading as C. H. Hayman and Sons Company, which said bill of complaint is in the words following, to wit:

George H. Murray, Myrta Murray, his wife, and Edwin Murray	)	No. 4899 Chancery
vs.	)	Circuit Court for
Alma Insley and Clark Insley, her husband, Edna Murray, Howard Murray and Ralph Murray and Alvin Murray, Warren F. Sterling, Receiver, and C. Edwin Hayman and Lee L. Hayman, trading as C. H. Hayman and Sons Company.	)	Somerset County,
	)	Maryland.
	)	
	)	

To the Honorable, the Judge of said Court:

Your orators complaining say:

FIRST: That a certain Lewis Jerome Murray and Alice R. Murray, his wife were seized in fee simple as tenants in common in equal shares of a certain lot of land containing about three acres, improved by a dwelling house located in Mt. Vernon Election District in said Somerset County, title to which they acquired by deed to the said Alice R. Murray from Henry Murray and wife, dated April sixth, eighteen hundred and ninety-eight, and recorded among the land records of said Somerset County in Liber No. 23, folio 223, et seq., the said Alice R. Murray having thereafter by deed dated August sixteenth, nineteen hundred and twenty one, and recorded in Liber No. 84, folio 512, conveyed to her said husband an undivided one-half interest therein.

SECOND: That the said Lewis Jerome Murray departed this life intestate on the twenty ninth day of May, nineteen hundred and thirty-two, in said Somerset County, seized and possessed of said undivided one-half interest in said land leaving surviving as his sole heirs at law, his widow the said Alice R. Murray, a daughter the defendant, Alma Insley, a son your orator, George H. Murray and another son Ralph Murray who has since died intestate leaving surviving his widow the defendant, Edna Murray and four sons, namely, your orator, Edwin Murray and the defendants, Howard, Ralph and Alvin Murray.

THIRD: That the said Alice R. Murray departed this life July eighth, nineteen hundred and thirty-six, in said Somerset County intestate seized and possessed of her undivided one-half interest in said land, leaving surviving as her sole heirs at law the aforementioned children and grandchildren who were also the children and heirs at law of the said Lewis Jerome Murray, except that the defendant Edna Murray has no interest in the undivided one-half portion of the said Alice Murray, the husband of the said Edna having died before the said Alice R. Murray.

FOURTH: That your orators and the said defendants are now seized as tenants in common of the aforesaid land, that is to say, your orator the said George H. Murray and the said Alma Insley have each an undivided one-third interest therein, the defendant Edna Murray holds an undivided one-eighteenth interest therein, the said Edwin, Howard, Ralph and Alvin each an undivided five-seventy-seconds interest therein; that said real estate is not susceptible of partition or division among the said parties entitled to interests therein and that it would be for the benefit and advantages of said parties to sell the said property and divide the proceeds among them.

FIFTH: That a certain John J. Ghingher, Receiver for the Peoples Bank of Somerset County recovered a judgment against the plaintiff George H. Murray and Myrta Murray, his wife, before Edgar A. Jones, Justice of the Peace, on the twenty-eighth day of July, nineteen hundred and thirty-three, for the sum of thirty two dollars and fifty four cents, three dollars collection charges and one dollar and seventy cents costs, the same being recorded in the office of the Clerk of the Circuit Court for said Somerset County, among the records of Judgments of Justices of the Peace, in Liber G. W. L. No. 4, No. 943; and the said Ghingher, Receiver aforesaid, also recovered a judgment against your orator the said George H. Murray before said Justice of the Peace on December sixth, nineteen hundred and thirty-four, for the sum of sixteen dollars and forty nine cents, one dollar and forty cents collection charges and one dollar and seventy cents costs, which said judgment is recorded as aforesaid in Liber G. W. L. No. 4, No. 1620; that the defendants, C. Edwin Hayman and Lee L. Hayman, trading as C. H. Hayman and Sons Company, recovered a judgment against your orators, the said George H. Murray and Lucy M. Murray before the said Justice of the Peace on the twenty third day of February, nineteen hundred and thirty-five, for the sum of sixty one dollars and sixty five cents, five dollars and ninety cents collection charges and one dollar and seventy cents costs; all of which said judgments represent

liens upon the undivided interes of your orator, George H. Murray, in said land.

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 the case may require.

May it please your Honor to grant unto your orators the writ of subpoena directed to the said Alma Insley and Clark Insley her husband, adults, residing in Baltimore City, Maryland, and to Edna Murray and Alvin Murray adults residing in Wicomico County in said State and to Howard Murray and Ralph Murray infants, and Warren F. Sterling, Receiver aforesaid, and C. Edwin Hayman and Lee L. Hayman, partners aforesaid, 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,

Geo. H. Myers

Solicitor for Complainant.

And thereafter to wit, on the twenty-fourth day of August, in the year nineteen hundred and thirty-six, the following interlocutory petition of Dale Dashiell was filed, in Court here which said petition is in the words following, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for
Alma Insley, et al	)	Somerset County, Maryland.
	)	

To the Honorable, the Judge of said Court:

The interlocutory petition of Dale Dashiell, who petitions as well for himself as for all other creditors of Alice R. Murray, late of Somerset County, deceased, who will come in and contribute to the expense of this proceeding, respectfully shows:

FIRST: That the plaintiffs, George H. Murray and others, have filed their bill of complaint in the above cause praying for a sale for the purpose of partition of a lot of land in their bill of complaint described, located in Mt. Vernon District in Somerset County, Maryland, title to which was held by the said Alice R. Murray and her husband, Lewis Jerome Murray as tenants in common in equal shares.

SECOND: That the estate of the said Alice R. Murray is indebted to your petitioner for the sum of one hundred ninety five dollars for services rendered by your petitioner as undertaker in preparing the body of the said Alice R. Murray for burial and conducting the burial thereof, including enbalming the body and furnishing casket and burial vault as evidenced by your petitioner's itemized bill therefor, herewith filed as part hereof, marked Petitioner's Exhibit "A".

THIRD: That the said Alice R. Murray left no personal estate of any value and no administration has been attempted upon any personal estate of said deceased but as alleged in said bill of complaint the said Alice R. Murray died seized and possessed of an undivided one-half interest in the said lot of land mentioned in said bill and your petitioner is advised that he and other creditors of said deceased are entitled to have their claims paid from the proceeds of the sale of the said Alice R. Murray's one-half interest in said property before distribution among the heirs of the said Alice R. Murray.

FOURTH: That the said Alice R. Murray died intestate July eighth, nineteen hundred and thirty-six, leaving surviving as her sole heirs at law the plaintiffs George H. Murray and Edwin Murray and the defendants Alma Insley, Howard Murray, Ralph Murray and Alvin Murray, the said

George and Alma being children of the said Alice R. Murray and the said Edwin, Howard, Ralph and Alvin being grandchildren of the said Alice R. Murray and being the children of Ralph Murray, a deceased son of the said Alice R. Murray.

FIFTH: That acertain John J. Ghingher, Receiver for the Peoples Bank of Somerset County recovered a judgment against the plaintiff George H. Murray and Myrta Murray, his wife, before Edgar A. Jones Justice of the Peace, on the twenty-eighth day of July, nineteen hundred and thirty-three, for the sum of thirty two dollars and fifty four cents, three dollars collection charges and one dollar and seventy cents costs, the same being recorded in the office of the Clerk of the Circuit Court for said Somerset County, among the records of judgments of Justices of the Peace, in Liber G. W. L. No. 4, No. 943; and the said Ghingher, Receiver aforesaid, also recovered a judgment against your orator the said George H. Murray before said Justice of the Peace on December sixth, nineteen hundred and thirty-four, for the sum of sixteen dollars and forty nine cents, one dollar and forty cents collection charges and one dollar and seventy cents costs, which said judgment is recorded as aforesaid in Liber G. W. L. No. 4, No. 1620; that the defendants C. Edwin Hayman and Lee L. Hayman, trading as C. H. Hayman and Sons Company, recovered a judgment against your orators, the said George H. Murray and Lucy M. Murray before the said Justice of the Peace on the twenty third day of February, nineteen hundred and thirty-five, for the sum of sixty one dollars and sixty five cents, five dollars and ninety cents collection charges and one dollar and seventy cents costs; all of which said judgments represent liens upon the undivided interest of your orator, George H. Murray, in said land.

To the end therefore,

That the proceeds of the sale of the undivided one-half interest of the said Alice R. Murray may be applied to the payment of the credit of your petitioner as well as claims of other unsatisfied creditors of the said Alice R. Murray in the order of their respective priorities.

2. That your petitioner may have such other and further relief as his case may require.

May it please your Honor to grant unto your petitioner the writ of subpoena directed to the said George H. Murray, Edwin Murray, Warren F. Sterling, Receiver, C. Edwin Hayman and Lee L. Hayman, partners as aforesaid, all adults residing in said Somerset County, and to Howard Murray and Ralph Murray infants residing in said Somerset County and to Alvin Murray, adults residing in Wicomico County in said State, commanding them and each of them to be and appear in this Court on some certain day to be named therein and answer your petitioner's said petition, and abide by and perform such decree or order as may be passed therein.

And as in duty bound,

Dale Dashiell

Petitioner.

Geo. H. Myers, Solicitor.

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

July 10, 1936.

Mrs. Alice Murray

Bill

To Dale Dashiell, Undertaker Dr.

Terms _____ for funeral expinces

Casket	$ 140.00
Enbalming	15.00
Vault	37.50
Opening grave	2.50
	$ 195.00

STATE OF MARYLAND, Somerset County, ss.:

On the 25th day of July, nineteen hundred and 1936, before the subscriber, a Notary Public in and for said county and State, personally appears Dale Dashiell Undertaker, and makes oath in due form of law, that the annexed is as stated, is just and true; and that he Dale Dashiell hath not, directly or indirectly, received, to his knowledge, any part or parcel of the money charge as due by such claim, or any security or satisfaction for the same, more than credit should be given for.

Sworn before Dorothy H. Bloodsworth (SEAL) SEAL OF NOTARY

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL To Howard Murray and Ralph Murray, 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 George H. Murray, Myrta Murray and Edwin Murray 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 July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL To C. Edwin Hayman and Lee L. Hayman partners trading as C. H. Hayman & Sons Co of SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all escuses 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 George H. Murray, Myrta Murray and Edwin Murray 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 July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936

Per order, J. Millard Tawes, Clerk.

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

To the first of said writs: Summoned severally and copy left with each defendant, also copy left with Edwin Murray custodian and guardian of said infant defendant.

W. H. Dryden, Sheriff

W. T. H.

To the second of said writs: Summoned severally and copy left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

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, To Howard Murray and Ralph Murray of SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, that, all escuses 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 George H. Murray, Myrtea Murray and Edwin Murray 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 July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936.

Per order J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, To Edna Murray and Alvin Murray, 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 September next to answer the complaint of George H. Murray, Myrta Murray and Edwin Murray 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 July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936.

Per order J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty-six, and at the dayof the return of the above recited writs, came again into Court here the said complainant by his solicitor, and the Sheriff of Wicomico County, Chas. 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:

To the first of said writs: Copy of the within writ left with Edna Murray, mother of the within named infant defendants.

Chas. H. Truitt
Sheriff of Wicomico County.

To the second of said writs: Summoned severally and copy left with Edna Murray and Alvin Murray, this 28th day of August, 1936.

Chas. H. Truitt,
Sheriff

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, To Alma Insley and Clark Insley, 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 George H. Murray, Myrta Murray and Edwin Murray against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BANJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936

Per order J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty-seven, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore City, Joseph C. Deegan to whom the writ aforesaid was, in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following, to wit:

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

Friedman Joseph C. Deegan, Sheriff

8/27/36

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, To Howard Murray & Ralph Murray 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 Interlocutory petition of Dale Dashiell against you & others inthe 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 July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, to C. Edwin Hayman and Lee L. Hayman partners trading as C. H. Hayman & Sons Co, OF SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before theCircuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in September next to answer the complaint of Interlocutory petition of Dale Dashiell 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 July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty-six, and the day of the return of the above recited writs, came again into Court here the said complainant by his solicitor, and the Sheriff of Somerset County, 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:

To the first of said writs: Summoned severally and copy left with each defendant, also copy left with Edwin Murray custodian & guardian of said infant defendants.

W. H. Dryden, Sheriff

W. T. H.

To the second of said writs: Summoned severally and copy left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, To Howard Murray and Ralph Murray 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 Interlocutory petition of Dale Dashiell 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 6th day of July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, To Alvin Murray 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 September next to answer the complaint of Interlocutory petitionof Dale Dashiell 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 July Anno Domini 1936 ISSUED the 24th day of August Anno Domini 1936.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty-six, and the day of the return, of the above recited writs, 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:

To the first of said writs: Copy of the within writ left with Edna Murray, mother of the within named infant defendants.

Chas. H. Truitt,
Sheriff of Wicomico County.

To the second of said writs: Summoned and copy left with Alvin Murray this 28th day of August, 1936.

Chas. H. Truitt, Sheriff.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, To Clark Insley and Alma Insley, 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 Interlocutory petitionof Dale Dashiell 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 July Anno Domini 1936 ISSUED the 3rd day of September Anno Domini 1936.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty-six, and the day of the return of the above recited writ,came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore City, Joseph C. Deegan, to whom the writ aforesaid was, in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following, to wit:

Summoned ambo and a copy of process left with each defendant.

Joseph C. Deegan, Sheriff

Friedman, 9/5/36.

And thereafter, to wit, on the twenty-fourth day of August, nineteen hundred and thirty-six, the following answer of Warren F. Sterling, Receiver to Bill of Complaint and interlocutory petition, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for
Alma Insley, et al	)	Somerset County, Maryland.
	)	

The answer of Warren F. Sterling, Receiver for the Peoples Bank of Somerset County to the bill of complaint and to the interlocutory petition of Dale Dashiell in the above cause exhibited against him, respectfully represents:

That this respondent says that he has been duly appointed Receiver forthe Peoples Bank of said Somerset County in place of John J. Ghingher, and that as such Receiver he holds for collection the two judgments entered in favor of John J. Ghingher, Receiver aforesaid, against George H. Murray mentioned in the fifth paragraph of said bill of complaint and in the fifth paragraph of said interlocutory petition.

Further answering this respondent says that he admits the allegations set forth in said fifth paragraph of said bill of complaint and in said fifth paragraph of said interlocutory petition with respect to said judgments but as to the other allegations of said bill of complaint and of said interlocutory petition, this defendant says that he has no knowledge with respect thereto and neither admits nor denies the same but demands full proof thereof.

And as in duty bound,

Edgar A. Jones,
Attorney for Warren F. Sterling, Receiver.

And thereafter to wit, on the twenty-fourth day of August, nineteen hundred and thirty-six, the following answer of Edwin Murray to interlocutory petition of Dale Dashiell was filed, to wit:

Dale Dashiell	)	No. 4899 Chancery
vs.	)	In the Circuit Court for
Edwin Murray, et al	)	Somerset County, Maryland.

- - - - - -

To the Honorable, the Judge of said Court:

The answer of Edwin Murray, defendant in the above case, to the interlocutory petition of Dale Dashiell against him and others in the above cause exhibited, respectfully shows:

That this defendant admits the matters and facts set forth in said interlocutory petition, and consents to the passage of such decree in the premises as this Honorable Court may deem right and proper.

And as in duty bound, etc.

Edwin R. Murray,
Defendant.

And thereafter, to wit, on the twenty-fourth day of August, in the year nineteen hundred and thirty-six, the following answer of George H. Murray to interlocutory petition of Dale Dashiell, was filed, to wit:

Dale Dashiell	)	No. 4899 Chancery
vs.	)	In the Circuit Court for
George H. Murray, et al	)	Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The answer of George H. Murray, defendant in the above case, to the interlocutory petition of Dale Dashiell against him and others in the above cause exhibited, respectfully shows:

That this defendant admits the matters and facts set forth in said interlocutory petition, and consents to the passage of such decree in the premises as this Honorable Court may deem right and proper.

And as in duty bound, etc.

G. H. Murray
Defendant.

And thereafter to wit, on the fifth day of October, in the year nineteen hundred and thirty-six, petition and order appointing Guardian Ad Litem was filed, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for
Alma Insley, et al	)	Somerset County, Maryland.

- - - - - -

To the Honorable, the Judge of said Court:

The petition of George H. Murray, Myrta Murray and Edwin Murray, plaintiffs in the above cause respectfully represents:

That the defendants, Howard Murray and Ralph Murray, have each been duly summoned to appear to the bill of complaint against them and others in the above cause exhibited, but being infants these defendants cannot appear and answer said suit for themselves and your petitioners, therefore, pray your Honor to appoint a guardian ad litem to appear and answer for said defendants.

Geo. H. Myers
Solicitor for Petitioners.

State of Maryland, Somerset County, to-wit:

I hereby certify, that on this 5th day of October, nineteen hundred and thirty-six, before me, the subscriber, Associate Judge of the Circuit Court for Somerset County, 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.

James M. Crockett, Judge.

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 October, nineteen hundred and thirty-six, upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear and answer for Howard Murray and Ralph Murray, infant defendants in the above cause.

James M. Crockett, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for Somerset
Alma Insley, et al	)	County, Maryland.

- - - -

To the Honorable, the Judge of said Court:

The joint and several answers of Howard Murray and Ralph Murray, infants, by James R. Stewart, Guardian Ad Litem duly appointed by order of this Court to the bill of complaint of George H. Murray and others in the above cause exhibited.

These defendants being infants cannot admit any of the matters and things in said bill of complaint 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 October, nineteen hundred and thirty-six, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for Somerset
Alma Insley, et al	)	County, Maryland.

- - - -

To the Honorable, the Judge of said Court:

The petition of Dale Dashiell in the above cause respectfully represents:

That the defendants, Howard Murray and Ralph Murray have each been duly summoned to appear to the interlocutory petition against them and others in the above cause exhibited, but being infants these defendants cannot appear and answer said petition for themselves and your petitioner, therefore, prays your Honor to appoint a guardian ad litem to appear and answer for said defendants.

Geo. H. Myers
Solicitor for Petitioners.

State of Maryland, Somerset County, to-wit:

I hereby certify, that on this 5th day of October, nineteen hundred and thirty-six, before me, the subscriber, Associate Judge of the Circuit Court for Somerset County, 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.

James M. Crockett, Judge.

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 October, nineteen hundred and thirty-six, upon the aforegoing petition and affidavit that James R. Stewart be and he is hereby appointed Guardian Ad Litem to appear for Howard Murray and Ralph Murray, infant defendants in the above cause and answer the interlocutory petition of Dale Dashiell for said infants.

James M. Crockett, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for Somerset
Alma Insley, et al	)	County, Maryland.

- - - -

To the Honorable, the Judge of said Court:

The joint and several answers of Howard Murray and Ralph Murray, infants, by James R. Stewart, Guardian Ad Litem duly appointed by order of this Court to the interlocutory petition of Dale Dashiell in the above cause exhibited.

These defendants being infants cannot admit any of the matters and things in said petition alleged and submit their rights thereunder to the protectionof this Court.

And as in duty bound,

James R. Stewart
Guardian Ad Litem.

And thereafter, to wit, on the fifth day of October, in the year nineteen hundred and thirty-six, the Circuit Court here passed the following decree pro confesso and order to take testimony, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for Somerset
Alma Insley, et al	)	County, Maryland.

The defendants, Alma Insley, Clark Insley, Alvin Murray, Edna Murray, Charles Edwin Hayman and Lee L. Hayman, having each 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 5th day of October, nineteen hundred and thirty-six, 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 said bill.

James M. Crockett, Judge.

And thereafter, to wit, on the fifth day of October, in the year nineteen hundred and thirty-six, the Circuit Court here passed the following decree pro confesso and order to take testimony, under interlocutory petition, to wit:

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for
Alma Insley, et al	)	Somerset County, Maryland.

- - - -

The defendants, Alma Insley, Clark Insley, Alvin Murray, Charles Edwin Hayman and Lee L. Hayman, having each been duly summoned to appear to the interlocutory petition of Dale Dashiell in the above cause and having failed to appear thereto and answer said petition, it is thereupon this 5th day of October, nineteen hundred and thirty-six, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that said interlocutory petition be and the same is hereby taken pro confesso against said defendants and each of the, and it is further ordered that depositions be taken before one of the standing examiners of this Court to support the allegations of said petition.

James M. Crockett, Judge.

And afterwards, to wit, on the thirteenth day of October, in the year nineteen hundred and thirty-six, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

George H. Murray, Myrta Murray his wife and Edwin Murray	)	No. 4899 Chancery
	)	Circuit Court for
vs.	)	Somerset County, Maryland.
Alma Insley, et al	)	

- - - -

In the above entitled cause, an order having been passed to take testimony before one of the standing Examiners of this Court I, Harry C. Dashiell, Examiner duly appointed and qualified do hereby certify that on the sixth day of October, nineteen hundred and thirty-six, at the office of George H. Myers, of Princess Anne, Maryland, I did take the following depositions, this is to say:

George H. Murray, a witness of lawful age, having been duly sworn, deposing says:

State yourname, residence, age and occupation.

George H. Murray, Mt. Vernon District, Somerset County, 50, oysterman.

Q. Did you know Louis Jerome Murray and Alice R. Murray, if so, are they living or dead, if dead when and where did each of them die. Did they leave any wills, and who are their respective heirs at law?

A. Louis Jerome Murray was my father and Alice R. Murray was my mother. My father died May 29, 1932, and mother died July 8, 1936, neither of them left a will. At the time of father's death he left his widow, Alice R. Murray surviving and three children, namely, my sister, Alma Insley who has intermarried with Clark Insley, my brother Ralph Murray, who has since died leaving surviving his widow Edna Murray, and four sons, namely, Edwin, Howard, Ralph and Alvin.

Ralph left no will and his interest in my father's real estate passed to his widow and four children. Ralph and Howard are under the age of twenty one and live in this county, Edwin and Alvin are both of age. Edwin lives in this county and Alvin in Wicomico County with his mother, Mrs. Edna Murray. My mother's heirs are the same as my father's but my brother Ralph died before mother and Ralph's interest in her real estate would descend to his four sons, namely, Howard, Ralph, Alvin and Edwin.

Q. What real estate, if any, did Louis Jerome Murray and Alice R. Murray own at the time of their respective deaths?

A. They owned together in equal shares a lot of about three acres improved by a dwelling house, about 14 x 28, containing five rooms with two porches and kitchen, it is of frame construction and in good condition of repair - there is also a double garage, hen house and corn house, and milk house, in good condition of repair. This property is located near the south side of the Wicomico River in Mt. Vernon District in this county, and was purchased first by mother from Henry Murray and wife and she afterwards conveyed to father an undivided one-half interest in the property.

Q. What personal estate, if any, did either your father or mother leave.

A. Neither of them left any personal property and no administration was undertaken for either of them.

Q. Mr. Dale Dashiell has filed a claim against your mother's estate for the sum of $195.00 for casket and funeral services. Do you know anything about this bill?

A. Yes sir, that bill is correct, he supplied the casket, vault, did the embalming and opened the grave and he has not been paid.

Q. Is or not the said real estate which your parents owned susceptible of partition or division among the parties entitled to interest therein and would it or not be for the benefit and advantage of said parties to sell the said property and divide the proceeds among them?

A.. It could not be divided among the numerous interests - it consists only of a single residence property and would have to be sold as a whole and the proceeds divided, besides there is Mr. Dale Dashiell's bill to be paid out of it.

Court's question here asked witness.

Nothing that I know of.

Test: Harry C. Dashiell, Exmr. G. H. Murray.

Irving Powell Simpkins, a witness of lawful age, having been duly sworn deposing says:

State your name, residence, age and occupation.

Irving Powell Simpkins, Mt. Vernon District, Somerset County, 39 oysterman.

Q. Did you know Louis Jermone Murray and Alice R. Murray, are they living or dead, if dead, when and where did they die, did either of them leave a will and who are their heirs at law.

A. I knew both of them all my life, I lived about a half mile from them. Mr. Louis Jerome Murray died at his son's Ralph's home about four years ago. Mrs. Alice Murray died at George H. Murray's home this July last past. Both homes were in Mt. Vernon District in this county. Neither Mr. or Mrs. Murray left any will that I ever heard of. Mr. and Mrs. Murray had three children namely the defendant, Alma who married Clark Insley and lives in Baltimore City, the plaintiff, George H. Murray who married Myrta Murray who reside in this county and a son Ralph Murray who married Edna Murray, all of them were of full age at the time of the death of their father Louis J. Murray and together with the widow Alice R. Murray these three children were the sole heirs at Law of the said Louis J. Murray. Ralph died about two years last January leaving surviving his widow, Mrs. Edna Murray, and four sons namely, Howard, Ralph, Jr., Alvin and Edwin. Mrs. Edna Murray and Alvin Murray are both of full age and live in Salisbury, Maryland. Howard and Ralph are under the age of twenty one and live with Edwin in this county.

Edwin is also of full age. These children and grandchildren are also the only heirs at law of Mrs. Alice R. Murray.

Q. What real estate, if any, did Mr. and Mrs. Murray own at the time of their respective deaths?

A. They owned the home where they lived but I do not know how the title was held. It consists of about three acres of land improved by a frame dwelling house in good repair, the dwelling house contains five rooms and a kitchen and is about like George described it. It also has a double garage, henhouse, corn house and milk house all in good repair. The property is located on the south side of Wicomico River but does not extend to the river. The property ought to be worth about twelve hundred dollars.

Q. Is the said real estate susceptible of partition among the parties entitled to interest therein, and would it or not be for the benefit and advantage of said parties to sell the said property and divide the proceeds among them.

A. It could not be divided into three parts. It is a single residence property and would have to used or sold as a whole. The only way it could be divided would be to sell it and divide the proceeds.

Q. Did Mr. or Mrs Murray leave any personal estate?

A. They left nothing I know of except the home.

Court's question here asked witness.

No sir I do not know of anything.

Test: Harry C. Dashiell, Exmr. Irving Powel Simpkins

Plaintiff here files with the Examiner to be used as evidence in this cause certified copy of deed from Alice R. Murray to L. Jerome Murray, dated August 16, 1921, and designated Plaintiff's Exhibit "A".

Dale Dashiell, a witness of lawful age, having been duly sworn deposing says:

State your name, age, residence and occupation.

Dale Dashiell 55 Princess Anne, Md. Undertaker.

Q. Did you know Mrs. Alice R. Murray in her lifetime, and what if any service have you been called upon to render for her.

A. I was called upon to embalm and prepare her body for burial, I also furnished her burial casket and vault and paid for opening her grave. The cost of the casket was $140.00 the vault $37.50, and the embalming charge $15.00. I advanced $2.50 for opening the grave. The total funeral bill was $195.00. These are my usual charges for such service and equipment.

Q. Have you been paid any part of your bill?

A. No.

Q. When did Mrs. Murray die?

A. My charge is entered as of July 10th, 1936, She may have died a day or two before that entry.

Q. Did she leave any personal estate you know of?

A. She left nothing but the home that I know of.

Q. Are you acquainted with the real estate which she left?

A. I do not know just what share she owned in it, but I am acquainted with the home located on the south side of the Wicomico River in Mt. Vernon District, contains about three acres and is improved by a two-story frame dwelling house and outbuildings in good condition of repair. The property ought to be worth $1000.00.

Court's question here asked witness:

No I don't believe I do.

Test: Harry C. Dashiell, Exmr. Dale Dashiell

The Plaintiff here files with the Examiner to be used as evidence in this cause the itemized statement of Dale Dashiell filed as an Exhibit with said Dashiell's interlocutory petition marked Plaintiff's Exhibit "B".

No further witness having been produced to me to be examined I herewith return the foregoing depositions to Court closed under my hand and seal and certified that the annexed bill of costs is correct.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

BILL OF COSTS

Harry C. Dashiell, Examiner	$ 4.00
Irving Powell Simpkins, witness fee	1.07
Total	$ 5.07

Examiner's Exhibit "A" referred to in the foregoing Testimony is in the words following, to wit:

THIS DEED, Made this sixteenth day of August, one thousand nine hundred and twenty-one by Alice R. Murray of Somerset County, Maryland, witnesseth, that in consideration of the sum of Five Dollars and other valuable considerations, I the said Alice R. Murray do grant and convey unto Lewis J. Murray of Somerset County, Maryland his heirs and assigns, an undivided one-half interest in and to all that lot or parcel of land, situate, lying and being in Somerset County, Maryland, and more particularly described as follows, that is to say:

All that lot or parcel of land lying and being situate on the South side of the Wicomico River and in Mt. Vernon Election District, in Somerset County, Maryland, and adjoining the lands of Charles Corbett on the North, the lands of Thomas Stewart and the lands of the heirs of William W. Hopkins on the West, on the south, the lands of A. G. Price and on the East by the land of Oley Horner, and being the same lot or parcel of land which was conveyed unto the said Alice R. Murray by Henry Murray and wife, by deed dated on the Sixth day of April in the year 1898, and which said deed is duly recorded among the Land Records of Somerset County, Maryland, in Liber O. T. B. No. 23, folio 223 et seq.,

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 any wise appertaining, together with a right of way to the said L. Jerome Murray his heirs and assigns, over the private road on the north side of the above described farm leading from the Wicomico River to Mt. Vernon Public Road.

To have and to hold the said land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Lewis J. Murray, in fee simple.

And the said Alice R. Murray covenants that she will warrant special the property hereby granted and conveyed and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of said grantor.

Test: Vernon E. White $1.00 Revenue stamp Alice R. Murray (SEAL)

State of Maryland, to wit:

I hereby certify, that on this day of August, in the year one thousand nine hundred and twenty-one, before me the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alice R. Murray and acknowledged the foregoing Deed to be her act and deed.

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

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

Received for record August 16th, 1931, and recorded in Liber W. J. S. No. 84, folio 512, 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 deed is truly and correctly copied from Liber W. J. S. No. 84, folio 512, one of the Land Records of Somerset County.

SEAL OF COURT

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 9th day of October, nineteen hundred and thirty-six.

J. Millard Tawes, Clerk.

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

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	Circuit Court for Somerset
Alma Insley, et al	)	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 seventh day of December in the year nineteen hundred and thirty-six, by the Circuit Court for Somerset County aforesaid 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 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 sale sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in said Somerset County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-half cash on day of sale, and the balance within six months from said date, or all cash at the option of the purchaser, the credit portions if any, to be secured by the bond of the purchaser with surety to the satisfaction of the said Trustee and to bear interest from day of sale, 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 it is further ordered that at the time of advertising said sale the said Trustee shall

give notice to all creditors of the said Alice R. Murray, to file their claims properly authenticated with the Clerk of this Court within thirty days from the day of said sale.

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 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 ninth day of December, nineteen hundred and thirty-six.

WHEREAS, the above bounden, George H. Myers, by virtue of a decree of the Circuit Court for Somerset County in Equity, had been appointed Trustee to sell the property mentioned in the proceedings in the suit of George H. Murray, et al vs. Alma Insley, et al., now pending in said Court, the same being No. 4899 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.

M. Edna Barnes — Geo. H. Myers (SEAL)

Witness: CORPORATE SEAL — HARTFORD ACCIDENT AND INDEMNITY COMPANY

BY Geo. H. Myers

Attorney-in-Fact.

Which said Bond was thus thereon endorsed, to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

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

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	In the Circuit Court for
Alma Insley, et al	)	Somerset County, in Equity.

- - - -

To the Honorable, the Judge of the Circuit Court for Somerset County, in Equity, The Report of George H. Myers, Trustee, appointed by the decree passed in this cause to make sale of the real estate therein mentioned, respectfully shows: that after giving Bond with security for the faithful discharge of the trust as required by said decree, and giving notice of the time, place, manner, and terms of sale by advertisement in the Somerset News a paper printed in said Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at Court House door in Princess Anne, Maryland, on the fifth day of January, in the year nineteen hundred and thirty-seven, 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 lot or parcel of land of which Lewis Jerome Murray and Alice R. Murray, his wife, late of Somerset County,

deceased, died seized and whereon they resided, located in Mt. Vernon Election District in said Somerset County and on the south side of but not binding on the Wicomico River, containing three acres, more or less, which is described in a deed to the said Lewis Jerome Murray from the said Alice R. Murray, dated August 16, 1921, and recorded among the land records of said Somerset County in Liber No. 84, folio 512.

And sold the same to V. Murrell Foxwell he being then and there the highest bidder therefor, at the sum of One Thousand Dollars and said purchaser has complied with the term of sale, by paying three hundred ninety six dollars and ninety two cents in cash upon day of sale, and has agreed to pay the balance of six hundred three dollars and eight cents upon ratification of said sale by this Honorable Court.

Respectfully submitted,

Geo. H. Myers, Trustee.

STATE OF MARYLAND, SOMERSET COUNTY, Sct:

On this 5th day of January nineteen hundred and thirty-seven 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 from of Law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

J. Millard Tawes

Clerk of the Circuit Court.

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

George H. Murray, et al	)	No. 4899 Chancery
vs.	)	In the Circuit Court for
Alma Insley, et al	)	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 fifth day of February, 1937, 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 Fourth day of February, 1937.

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

J. Millard Tawes, Clerk.

And now at this day, to wit, on the sixth day of February, 1937, in the year nineteen hundred and thirty-seven, came again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order, to wit:

George H. Murray, et al	)	In the Circuit Court in Equity
vs.	)	No. 4899 for Somerset County,
Alma Insley, et al	)	January Term, 1937.

- - - -

ORDERED BY THE COURT, This sixth day of February, 1937, 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.

Walter R. Disharoon	)	Be it remembered that heretofore, to wit, on the eighth day of
vs.	)	February, in the year nineteen hundred and thirty-seven, a cer-
C. R. Disharoon Company,	)	tain transcript of record from Wicomico County, Maryland, of
a body corporate of the	)	Walter R. Disharoon vs. C. R. Disharoon Company, a body corporate
State of Maryland	)	of the State of Maryland, was exhibited and filed in the Circuit
	)	Court here, which is in the words following, to wit:

IN THE RECORDS OF THE CIRCUIT COURT FOR WICOMICO COUNTY, STATE OF MARYLAND AMONG OTHER PROCEEDINGS, IS THE FOLLOWING, TO WIT:

PETITION FOR DISSOLUTION
OF CORPORATION AND APPOINTMENT OF RECEIVER AND AFFIDAVIT THEREON

(Filed February 17, 1936)

Walter R. Disharoon	)	No. 4986 Chancery
vs.	)	In the Circuit Court
C. R. Disharoon Company,	)	for Wicomico County,
a body corporate of the	)	Maryland.
State of Maryland	)	

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Walter R. Disharoon respectfully represents:

FIRST: That he is a Director, Vice-President and Treasurer and a large stockholder of C. R. Disharoon Company, a body corporate, existing under and by virtue of the laws of the State of Maryland.

SECOND: That the defendant, C. R. Disharoon Company is a body corporate duly incorporated under the laws of the State of Maryland, with its principal office in the City of Salisbury, Wicomico County, State of Maryland, and is engaged in the business of manufacturing building materials, shooks, crates and baskets.

THIRD: That the defendant has operated its plant in the City of Salisbury, Wicomico County, Maryland, for the last two years at a great loss and is now and for some time past has been unable to pay its obligations as they become due in the regular course of business and is accordingly insolvent.

FOURTH: That at a special meeting of the Board of Directors of the said C. R. Disharoon Company called and held in Salisbury, Maryland, on February 17th, 1936, for the purpose of investigating the financial condition of said Company, it was resolved that it is to the best interest of the said Company, its stockholders and creditors, that Receivers be appointed by this Honorable Court for the purpose of assuming immediate possession and control of its assets and affairs, to the end that the same may be preserved for the benefit of its stockholders and creditors.

FIFTH: That the financial condition of said Company is such that there is no hope whatever that said Company may be able to operate its said plant at a profit and is in imminent danger of further loss and dissipation of its resources unless a receiver be appointed to assume immediate possession and control of its assets and affairs.

SIXTH: That your petitioner believes that it is in the interest of the stockholders and creditors of said Company that a receiver be appointed to preserve its assets and effect a dissolution of said Company and a proper distribution of its assets to its stockholders and creditors under order of this Court.

TO THE END, THEREFORE,

(1) That the said C. R. Disharoon Company, a body corporate, may by decree of this Honorable Court be dissolved.

(2) That a receiver be appointed by this Honorable Court to take charge of all of said corporation's business, books, papers and accounts, franchises, goods and effects and to collect the debts due thereto and to preserve or dispose of the same under the direction of this Court.

(3) That your petitioner may have such other and further relief in the premises as his case may require.

May it please your Honors to grant unto your petitioner the writ of subpoena directed to the said C. R. Disharoon Company, a body corporate of the State of Maryland, with its principal office at Salisbury, Wicomico County, Maryland, commanding it 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.

Walter R. Disharoon
Petitioner.

Miles, Bailey, Williams
Solicitors for Petitioner.

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 17th day of February, A. D. 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Walter R. Disharoon, the petitioner named in the aforegoing petition and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and corfect to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Margie D. Parker
Notary Public

Seal
Margie D. Parker
N.P.

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ORDER OF COURT APPOINTING RECEIVERS.

(Filed February 17, 1936)

Walter R. Disharoon	)	No. 4986 Chancery
vs.	)	In the Circuit Court
C. R. Disharoon Company,	)	for Wicomico County,
a body corporate of the	)	Maryland.
State of Maryland.	)	

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ORDER OF COURT

Upon the aforegoing petition, affidavit, answer and exhibit filed in these proceedings, it is this 17th day of February, A. D., 1936, by the Circuit Court for Wicomico County, State of Maryland, in Equity, ORDERED, ADJUDGED and DECREED that Levin C. Bailey and Walter R. Disharoon be, and they are hereby appointed Receivers of this Court of all and singular the property, franchises, effects, credits, books, papers and accounts of any and every kind of the defendant corporation, C. R. Disharoon Company; that said Receivers be authorized and directed to take immediate possession of all and singular the property and premises of the defendant corporation as above described, whereof they are hereby appointed Receivers to have and to hold the same as officers of and under order and direction of this Court.

And it is further ORDERED that before the said Levin C. Bailey and Walter R. Disharoon shall proceed to act as Receivers by virtue of this Order, they shall give bond to the State of Maryland in the penalty of $25,000.00 with corporate surety to be approved by this Court or the Clerk thereof and conditioned upon the faithful performance of the trust reposed in them by this Order and that may be reposed in them by any further Decree or Order in the premises.

And it is further ORDERED that the said Receivers report to this Court as soon as possible the condition of the property coming into their hands and the affairs of said corporation and make such recommendations as to the disposition thereof as to them may seem wise, to be hereafter passed upon by this Court.

Benj. A. Johnson,

Judge.

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PETITION AND ORDER OF COURT
FOR SALE OF REAL ESTATE

(Filed December 2, 1936)

Walter R. Disharoon	)	No. 4986 Chancery
vs.	)	In the Circuit Court for
C. R. Disharoon Company,	)	Wicomico County and
a body corporate of the	)	State of Maryland.
State of Maryland.	)	

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Levin C. Bailey and Walter R. Disharoon, Receivers of C. R. Disharoon Company, a body corporate of the State of Maryland, respectfully represents:

1. That by decree of this Court dated February 17th, 1936, they were duly appointed Receivers with full power and authority to take charge and possession of the property, both real and personal, of the said C. R. Disharoon Company, for the purpose of liquidating the affairs and property of said corporation.

2. That your petitioners have filed in this Court an approved bond in the penalty of Twenty-Five Thousand Dollars ($25,000.), and have taken charge and possession of all of the property and assets of said corporation.

3. That the real estate of said corporation has been appraised by John W. Downing, Watson D. Mitchell and Charles N. Covington, pursuant to an Order of this Honorable Court, and their appraisement thereof has been duly filed in these proceedings.

4. That the property described in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Fourteenth, Fifteenth, Sixteenth, and Twentieth Items of the said appraisement is encumbered by a mortgage to County Trust Company of Maryland, formerly The Eastern Shore Trust Company, as Trustee, dated December 6, 1928, and recorded among the Land Records of Wicomico County and State of Maryland, in Liber J. C. K. No. 120, Folio 544, and also duly recorded among the Land Records of Dorchester County, Maryland, Worcester County, Maryland and Somerset County, Maryland, which mortgage was given to secure certain creditors of the said C. R. Disharoon Company specifically named therein, upon which indebtedness there is now due the principal sum of Thirty Thousand Four Hundred Forty-seven Dollars and Twenty-Eight Cents ($30,447.28), with accrued interest thereon for approximately one year.

5. That the property described in the First and Second Items of the said appraisement is further encumbered by a second mortgage to County Trust Company of Maryland in the amount of Nine Thousand Dollars ($9000.00), upon which indebtedness the interest has been paid to March 19, 1936.

6. That your petitioners believe that the said real estate should be sold with as little delay as possible, and the proceeds applied in liquidation of the mortgage on the respective parcels.

Wherefore, your petitioners pray that an Order may be passed by this Honorable Court authorizing and directing them as Receivers aforesaid, to sell the said real estate upon such terms and after giving such notice thereof as may be deemed advisable by this Honorable Court.

And as in duty bound, etc.

Levin C. Bailey
Walter R. Disharoon
Receivers

Miles, Bailey, Williams
Solicitors for Receivers.

ORDER OF COURT

The aforegoing petition having been read and considered, it is thereupon this 2nd day of December, A. D., 1936, by the Circuit Court for Wicomico County and State of Maryland, in Equity, ADJUDGED, ORDERED and DECREED that the said Levin C. Bailry and Walter R. Disharoon, Receivers, be and they are hereby authorized and directed to sell the real estate of the said C. R. Disharoon Company, particularly described in the appraisement heretofore filed in this case, at either public or private sale, provided, however, that in the event the same is sold at private sale the several properties described in Items 3 to 20, inclusive, of said appraisement shall not be sold at less than the appraised value thereof, and the properties described in Items 1 and 2 of said appraisement shall not be sold at less than sixty per cent. (60%) of the appraised value thereof on the terms hereinafter set forth; and in the event the said property is sold at public auction the course and manner of the said Receivers' proceedings shall be as follows: The said Receivers shall give at least two week's notice by advertisement inserted in such newspaper pr newspapers published in Wicomico County, Maryland, as said Receivers may deem proper, and at least one week's notice by advertisement inserted in some newspaper published in Worcester County, Maryland, of the time, place, manner and terms of sale, which terms shall be one-third cash and the balance in six months from day of sale or all cash at the option of the purchaser or purchasers, the deferred payments to bear interest from the day of sale and to be secured by the note or notes of the purchaser or purchasers with security satisfactory to the said Receivers; and as soon as may be convenient after such sales at either private sale or public auction, the said Receivers shall return to this Court a full and particular account of their proceedings, with the usual affidavit annexed thereto of the truth thereof and of the fairness of said sale, and on the payment of the whole purchase money and not before, the said Receivers shall by a good and sufficient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers thereof, its, his, her or their heirs and assigns, the property and estate to it, him, her or them sold, free and clear from all claims, encumbrances or demands of any kind whatsoever, and the said Receivers shall hold the funds so received from said sale subject to the benefit of the lien of the said mortgage to County Trust Company of Maryland, formerly The Eastern Shore Trust Company, Trustee, and to the lien of the mortgage of County Trust Company of Maryland, as to the respective parcels of land upon which the said mortgages are liens, and subject to the further order of this Court as to the disbursement or distribution thereof in whole or in part.

Benj. A. Johnson
Judge.

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REPORT OF SALES

(Filed January 2, 1937)

Walter R. Disharoon	)	No. 4986 Chancery
vs.	)	In the Circuit Court for
C. R. Disharoon Company,	)	Wicomico County, Maryland.
a body corporate of the	)	
State of Maryland.	)	

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Levin C. Bailey and Walter R. Disharoon, Receivers of C. R. Disharoon Company, a body corporate of the State of Maryland, appointed by a decree of this Court passed in the above entitled cause, dated February 17, 1936, of the sale of certain real estate of C. R. Disharoon Company, a body corporate, under order of court dated December 2, 1936, respectfully shows:

That after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Salisbury Advertiser-Wicomico Countian, a weekly newspaper published in said Wicomico County for at least two weeks before the day of sale, and in The Democratic Messenger, a weekly newspaper published in Worcester County, Maryland, for at least one week before the day of sale, as will appear by reference to the hereto attached certificates of publication of said notice of sale, and by hand bills extensively circulated throughout said Wicomico County and Worcester County, they did pursuant to said notice, attend at the front door of the Court House, in the City of Salisbury, Wicomico County, Maryland, on Saturday, December 19, 1936, at two o'clock P. M., and then and there proceeded to sell a part of said property in manner following, that is to say:

1. Your Receivers first offered at public auction to the highest bidder, the property described in Item 1 of the notice of sale, being:

All that tract or parcel of land situate in the Sixty Election District, Worcester County, State of Maryland, bounded on the West by the land of Richard H. Hodgson, being known as the "Irving Fooks Land," containing two hundred acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by Oscar M. Purnell, et al. by deed dated January 1, 1924, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 49, folio 119 and 120.

And your Receivers sold the above described property to Clarence C. Twigg and Charles T. Twigg for the sum of Four Hundred Fifty Dollars ($450.00), they being at that sum the highest bidders therefor.

2. Your Receivers next offered at public sale the property described in Item 2 of the notice of sale, being:

All that tract or parcel of land situate in Worcester County, State of Maryland, on the North side of and binding upon the Old County Road leading from the Old Coulbourn Water Mill to the Robert Jones Farm, bounded on the North by the land of John William Ward and Marion S. Ward; bounded on the East by the high water mark of Coulbourn's Mill Pond; bounded on the South by the aforesaid Old County Road, and on the West by the James Kelly land and the John William Ward and the Marion S. Ward land, containing 300 acres of land, more or less; being the same land conveyed to the said C. R. Disharoon Company by Rufus Johnson, by deed dated March 25, 1916, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 22, folios 59 and 60.

And your Receivers sold the above described property to Curtis W. Long and Benjamin A. Johnson for the sum of Three Hundred Thirty Dollars ($330.00), they being at that sum the highest bidders therefor.

3. Your Receivers next offered at public sale the property described in Item 3 of the notice of sale, being:

All that tract or parcel of land situate in the Seventh Election District of Worcester County, State of Maryland, on the East side of the County Road leading from Whiteburg to Pusey's Mill, containing 78 acres, 1 rood and 20 perches of land; and being the same land conveyed to the said C. R. Disharoon Company by Thomas W. H. White and wife, by deed dated April 1, 1911, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 9, Folios 111 and 112.

And your Receivers sold the above described property to William Laws for the sum of One Hundred and Fifteen Dollars ($115.00), he being at that sum the highest bidder therefor.

4. Your Receivers next offered at public sale the property described in Item 4 of the notice of sale, being:

All that tract or parcel of land situate in Nutters Election District, Wicomico County, State of Maryland, on the South side of the public road leading from the residence where George W. Fooks formerly lived, to the property where Asbury Fooks formerly lived, bounded on the East by the William J. Jenkins land; bounded on the South by the William Dixon land; bounded on the West by the Annie Powell land, containing 35 acres, more or less; being the same land conveyed to the said C. R. Disharoon Company by the first item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded in Liber I. D. T. No. 157, folio 407.

And your Receivers sold the above described property to Clarence C. Twigg and Charles T. Twigg for the sum of Two Hundred and Ten Dollars ($210.00), they being at that sum the highest bidder therefor.

5. Your Receivers next offered at public sale the property described in Item 5 of the notice of sale, being:

All that tract or parcel of land situate in Atkinson's Election District, Worcester County, State of Maryland, called "Causey's Vexation" of "Buck Harbor", adjoining the lands of Gus Newman, James Causey, John Dryden, Thomas Hitch and Levin Hitch, containing 129 acres of land, more or less; and being the same land conveyed to the said C. R. Disharoon Company by the Second Item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 39, Folios 258 and 359.

And your Receivers sold the above described property to Elwood M. Pusey for the sum of One Hundred and Twenty-five Dollars ($125.00), he being at that sum the highest bidder therefor.

6. Your Receivers next offered at public sale the property described in Item 6 of the notice of sale, being:

All that tract or parcel of land situate in Parsons Election District, Wicomico County, State of Maryland, on the North side of the Baltimore, Chesapeake & Atlantic Railway, and on the East side of the stone road leading from Salisbury-Ocean City State Road to Zion Church, adjoining the land formerly owned by Levin W. Perdue, the L. P. Humphreys land and the Josephus Adkins land and the Samuel G. Hearn land, now owned by Theodore Hearn, containing 81 acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by The Salisbury Crate & Barrel Company by the Fourth Item of deed dated March 1, 1911, and recorded among the Land Records of Wicomico County, Maryland, in Liber E. A. T. No. 74, folio 48.

And your Receivers sold the above described property to Curtis W. Long and Benjamin A. Johnson for the sum of Three Hundred Dollars ($300.00), they being at that sum the highest bidder therefor.

7. Your Receivers next offered at public sale the property described in Item 7 of the notice of sale, being:

All those two tracts or parcels of land situate in Tyaskin Election District, Wicomico County, State of Maryland, containing in the aggregate 186¼ acres of land, more or less; and being in all respects the same lands which were conveyed to the said C. R. Disharoon Company by William J. Downing and wife, by deed dated January 14, 1913, and recorded among the Land Records of Wicomico County, Maryland, in Liber E. A. T. No. 79, folio 399.

And your Receivers sold the above described property to Pratt D. Phillips and H. Lay Phillips for the sum of Seven Hundred Dollars ($700.00), they being at that sum the highest bidder therefor.

8. Your Receivers next offered at public sale the property described in Item 8 of the notice of sale, being:

All that tract or parcel of land situate in Nutters Election Distion, Wicomico County, State of Maryland, lying on both sides of and binding upon the County Road leading from Salisbury to Wango; bounded on the East by property formerly owned by Thomas S. Fooks, now owned by Samuel P. Woodcock; bounded on the South by the Alfred Freeny land and the J. McFadden Dick land; bounded on the West by the land of George Adkins, et al, containing 153 acres of land, more or less; being in all respects the same land conveyed to the said C. R. Disharoon Company by James H. Coulbourn and wife, by deed dated June 14, 1923, and recorded among the Land Records of Wicomico County, Maryland, in Liber J. C. K. No. 130, Folio 299.

And your Receivers sold the above described property to Lloyd Chandler for the sum of Four Hundred Dollars ($400.00), he being at that sum the highest bidder therefor.

9. Your Receivers next offered at public sale the property described in Item 9 of the notice of sale, being;

All that tract or parcel of land situate in Delmar Election District, Wicomico County, State of Maryland, on the West side of but not binding upon the New York, Philadelphia & Norfolk Railroad, about two miles South of the town of Delmar, containing 125 acres of land, more or less; being in all respects the same land conveyed to the said C. R. Disharoon Company by the Edge View Realty Company, by deed dated March 28th, 1916, and filed for record among the Land Records of Wicomico County, Maryland, in Liber I. D. T. No. 157, folio 412.

And your Receivers sold the above described property to Lloyd Chandler for the sum of Seven Hundred and Seventy Dollars ($770.00), he being at that sum the highest bidder therefor.

10. Your Receivers next offered at public sale the property described in Item 10 of the notice of sale, being:

All that piece or parcel of land situate in Parsons Election District, Wicomico County, State of Maryland, on the North side of and binding in part upon the County Road leading from the State Road by way of the Hearn property to Parsonsburg; bounded on the East by the land of C. C. Parker; bounded on the North by the land of W. Downes, et al., bounded on the West by Lot No. 1, on plat hereinafter referred to; bounded on the South in part by the land of Maria White, containing 224.04 acres of land, more or less, and being Lots Los. 2 and 3 on the Plat of the Hearn Farm, made for C. R. Disharoon Company by P. S. Shockley, Surveyor, during August, 1930, and intended to be filed for record among the Land Records of Wicomico County, Maryland, together with a permanent easement or right-of-way thirty feet wide, extending from the land hereby described to the Parker County Road over Lot No. 1, as shown on said plat and as described in deed hereinafter referred to; and being in all respects the same land that was conveyed to Daniel B. Waller by C. R. Disharoon Company, et al., by deed dated March 2, 1932, and recorded among the Land Records of said Wicomico County, in Liber I. D. T. No. 172, folio 519.

And your Receivers sold the above described property to Lloyd Chandler for the sum of Eight Hundred Seventy-five dollars ($875.00), he being at that sum the highest bidder therefor.

11. Your Receivers next offered at public sale the property described in Item 11 of the notice of sale, being:

An undivided one-half interest in and to all that tract or parcel of land situate and lying in the Seventh Election District, of Worcester County, Maryland, containing 182 acres of land, more or less, being Lots Nos. 1 and 2 of the Charles Chatham land, conveyed to Alexander G. Malone by C. Herbert Chatham, et al, by deed dated March 2, 1916, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 21, Folio 554, the undivided one-half interest therein having been sold by the said Alexander G. Malone to C. R. Disharoon Company.

And your Receivers sold the above described property to Clarence C. Twigg for the sum of One Hundred Dollars ($100.00), he being at that sum the highest bidder therefor.

12. Your Receivers next offered at public sale the property described in Item 12 of the notice of sale, being:

All that tract or parcel of land situate in Atkinson's Election District, Worcester County, State of Maryland, bounded on the North by the lands of Elijah Kelly and Alexander Malone; bounded on the West by the lands of Charles Smullen; bounded on the South by the land of Joseph Ennis; bounded on the East by the land of Michael Fooks, containing 50 acres, more or less, and being the same land conveyed by the Third Item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 39, folio 358.

And your Receivers sold the above described property to J. Roscoe White for the sum of Four Hundred Twenty-Five Dollars ($425.00), he being at that sum the highest bidder therefor.

The terms of sale were one-third cash on day of sale and balance in six months from day of sale or all cash at the option of the purchaser or purchasers, the deferred payments to bear interest from the day of sale and to be secured by the note or notes of the purchaser or purchasers with security satisfactory to said Receivers, and the said purchasers have complied with said terms of sale.

And your Receivers further report that pursuant to said Order of Court dated December 2, 1936, they have sold the following real estate at private sale, all of which sales were at a sum not less than the appraised value thereof:

13. Your Receivers sold to R. Frank Wimbrow and Beulah M. Wimbrow, his wife, all that tract or parcel of land situate in Quantico Election District, Wicomico County, State of Maryland, being bounded on the North in part by the lands of Fred A. Pollitt, et al., and by land known as the "Devil's Wood Yard"; bounded on the East by the lands of the heirs of Irving Pollitt; bounded on the South by the land where Charles L. Humphreys resides; bounded on the West by the "Devil's Wood Yard", containing 33¼ acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by Nettie B. Johnson by deed dated July 9, 1926, and recorded among the Land Records of Wicomico County, Maryland, in Liber J. C. K. No. 144, Folio 367, for the sumof Fifty Dollars ($50.00).

14. Your Receivers sold to Charles Seymore, all that tract or parcel of land situate in Vienna Election District, Dorchester County, State of Maryland, on the South side of the public county road known as the "Maiden Forest Road" leading from Vienna to East New Market, which was for many years the home farm of the late Levin Baltimore, Jr., and which adjoins the Little Chicone Farm owned by Annie R. Ralph, et al, and the lands of T. Columbus Reid, et al., containing 111 acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by Calvin Harrington, Trustee, by deed dated January 24, 1927, and recorded among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 19, folio 383, for the sum of Five Hundred Dollars ($500.00).

15. Your Receivers sold to Mace LeCompte, all that tract or parcel of land situate in Vienna Election District, Dorchester County, State of Maryland, on the North side of the public county road leading from Reid's Grover to East New Market, and on the West side of the county road leading from Rhodesdale to Reid's Grove, and which is bounded on the West by a farm formerly owned by Elias McAllister; and on the North by the land of Joseph E. Bell, and on the East by the lands of James Kelly and the Reid's Grove-Rhodesdale County Road; being the same land conveyed to C. R. Disharoon Company by the First Item of Deed from William J. Kelly, et al., dated October 23, 1922, and recorded among the Land Records of Dorchester County, Maryland, in Liber J. F. D. No. 12, Folio 266, for Six Hundred Dollars ($600.00).

16. Your Receivers sold to John Muir, Jr., all that lot or parcel of wood land, containing 20 acres, more or less, situate in St. Peter's Election District, in Somerset County, State

of Maryland, adjoining the land of Henry Phoebus and Thomas Phoebus on the West, Fred Waters on the North, Charles R. Disharoon on the East, and the County Road leading from Oriole to Deals Island on the South, the same being all the wood land of which Silas Ford, late of Somerset County, Maryland, deceased, died seized and possessed, for Two Hundred Dollars ($200.00).

17. Your Receivers sold to Carl Peterman, all that lot or parcel of land and timber situate, lying and being in East Princess Anne District, in Somerset County, in the State of Maryland, and described as follows, that is to say: All that lot or parcel of land, containing 31 acres, more or less, adjoining the land of William E. Handy, land which was owned by Charles H. Hayman at the time of his death, and the land which was conveyed to Omar J. Croswell by Charles R. Porter and wife, by deed dated 16th day of December, 1920, recorded among the Land Records of said Somerset County in Liber W. J. S. No. 84, folio 47, etc., together with the free and unobstructed right-of-way on and over the private road mentioned in the said deed to the said Omar J. Croswell, the land hereby conveyed being all the land which was conveyed to Charles R. Porter and Lena L. Porter by Lewis G. O'Donnell and wife, by deed dated the 23rd day of February, 1918, recorded among said Records in Liber W. J. S. No. 74, Folio 63, etc.; and being the same land that was conveyed to C. R. Disharoon Company by Henry T. Chatham and Mary C. Chatham, his wife, by deed dated July 18, 1934, and recorded among the aforesaid land records in Liber J. M. T. No. 106, folio 104, for Twenty-Five Dollars ($25.00).

18. Your Receivers sold to United States of America, all that tract of parcel of land in Atkinson's Election District, Worcester County, Maryland, on both sides of a branch known as Mapole or Pusey's Mill Branch, containing 94 acres of land, more or less, known as "Disharoon's Survey," granted to C. R. Disharoon Company by the State of Maryland, by patentdated October 1, 1913, and recorded among the Land Records in the office of the Land Commissioner in Annapolis, in Liber E. S. T. No. 1, Folios 547 and 548, for Two Hundred Seventeen Dollars and Twenty-one Cents ($217.21).

And your Receivers further report that all of said purchasers have complied with the terms of sale as set forth in the said Order of Court dated December 2, 1936.

Respectfully submitted,

Levin C. Bailey

Walter R. Disharoon

Receivers of C. R. Disharoon Company.

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 31st day of December, A. D. 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Levin C. Bailey and Walter R. Disharoon, Receivers of C. R. Disharoon Company, as aforesaid, 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 their knowledge and belief, and that the sales therein reported were fairly made.

AS WITNESS my hand and Notarial Seal.

Margie D. Parker — Seal

Notary Public. — Margie D. Parker N. P.

CERTIFICATE OF PUBLICATION

Salisbury, Md., Dec. 22, 1936.

WE HEREBY CERTIFY that the annexed Receiver's Sale has been published in The Salisbury Advertiser and Wicomico Countian for 3 successive issues. Before the 19th Dec. 1936, as required by Law.

THE WICOMICO PUBLISHING CO.

Publishers of the Salisbury Advertiser and
Wicomico Countian.

I. E. Jones

Manager

M

Miles, Bailey & Williams, Solicitors.

RECEIVER'S SALE

- of valuable -

FARMS AND TIMBER LAND

Under and by virtue of an order of the Circuit Court for Wicomico County and State of Maryland, dated December 2, 1936, passed in No. 4986 Chancery, the undersigned as Receivers of C. R. Disharoon Company, will sell at public auction at the front door of the Court House, in the City of Salisbury, Wicomico County, Maryland, on SATURDAY, DECEMBER 19, 1936 At 2:00 o'clock P. M., the following real estate.

1. All that tract or parcel of land situate in the Sixth Election District, Worcester County, State of Maryland, bounded on the West by the land of Richard H. Hodgson, being known as the "Irving Fooks Land," containing two hundred acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by Oscar M. Purnell, et al., by deed dated January 1st, 1924, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 49, Folios 119 and 120.

2. All that tract or parcel of land situate in Worcester County State of Maryland, on the North side of and binding upon the Old County Road leading from the Old Coulbourn Water Mill to the Robert Jones Farm, bounded on the North by the land of John William Ward and Marion S. Ward; bounded on the East by the high water mark of Coulbourn's Mill Pond; bounded on the South by the aforesaid Old County Road, and on the West by the James Kelly land and the John William Ward and the Marion S. Ward land, containing 300 acres of land, more or less; being the same land conveyed to the said C. R. Disharoon Company by Rufus Johnson, by deed dated March 25th, 1916, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C., No. 22, folios 59 and 60.

3. All that tract or parcel of land situate in the Seventh Election District of Worcester County, State of Maryland, on the East side of the County Road leading from Whiteburg to Pusey's Mill, containing 78 acres 1 rood and 20 perches of land; and being the same land conveyed to the said C. R. Disharoon Company by Thomas W. H. White and wife, by deed dated April 1, 1911, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C., No. 9, Folios 111 and 112.

4. All that tract or parcel of land situate in Nutters Election District, Wicomico County, State of Maryland, on the South side of the public road leading from the residence where George W. Fooks formerly lived, to the property where Asbury Fooks formerly lived, bounded on the East by the William J. Jenkins land; bounded on the South by the William Dixon land; bounded on the West by the Annie Powell land, containing 35 acres, more or less; being the same land conveyed to the said C. R. Disharoon Company by the first item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded in Liber I. D. T. No. 157, Folio 407.

5. All that tract or parcel of land situate in Atkinson's Election District, Worcester County, State of Maryland, called "Causey's Vexation" of "Buck Harbor", adjoining the lands of Gus Newman, James Causey, oJhn Dryden, Thomas Hitch and Levin Hitch, containing 129 acres of land, more or less; and being the same land conveyed to the said C. R. Disharoon Company by the Second Item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 39, Folios 258 and 359.

6. All that tract or parcel of land situate in Parsons Election District, Wicomico County,

State of Maryland, on the North side of the Baltimore, Chesapeake & Atlantic Railway, and on the East side of the stone road leading from Salisbury-Ocean City State Road to Zion Church, adjoining the land formerly owned by Levin W. Perdue, the L. P. Humphreys land and the Josephus Adkins land and the Samuel G. Hearn land, now owned by Theodore Hearn, containing 81 acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by The Salisbury Crate & Barrel Company by the Fourth Item of deed dated March 1, 1911, and recorded among the Land Records of Wicomico County, Maryland, in Liber E. A. T., No. 74, Folio 48.

7. All those two tracts or parcels of land situate in Tyaskin Election District, Wicomico County, State of Maryland, containing in the aggregate 186¼ acres of land, more or less; and being in all respects the same lands which were conveyed to the said C. R. Disharoon Company by William J. Downing and wife, by deed dated January 14, 1913, and recorded among the Land Records of Wicomico County, Maryland, in Liber E. A. T. No. 79, Folio 399.

This property is well set in growing pine timber.

8. All that tract or parcel of land situate in Nutters Election District, Wicomico County State of Maryland, lying on both sides of and binding upon the County Road leading from Salisbury to Wango; bounded on the East by property formerly owned by Thomas S. Fooks, now owned by Samuel P. Woodcock; bounded on the South by the Alfred Freeny land and the J. McFadden Dick land; bounded on the West by the land of George Adkins, et al., containing 153 acres of land, more or less; being in all respects the same land conveyed to the said C. R. Disharoon Company by James H. Coulbourn and wife, by deed dated June 14, 1923, and recorded among the Land Records of Wicomico County, Maryland, in Liber J. C. K. No. 130, Folio 299.

9. All that tract or parcel of land situate in Delmar Election District, Wicomico County, State of Maryland, on the West side of but not binding upon the New York, Philadelphia and Norfolk Railroad, about two miles South of the town of Delmar, containing 125 acres of land, more or less; being in all respects the same land conveyed to the said C. R. Disharoon Company by the Edge View Realty Company, by deed dated March 28th, 1916, and filed for record among the Land Records of Wicomico County, Maryland, in Liber I. D. T. No. 157, Folio 412.

10. All that piece or parcel of land situate in Parsons Election District, Wicomico County, State of Maryland, on the North side of and binding in part upon the County Road leadingfrom the State Road by way of the Hearn property to Parsonsburg; bounded on the East by the land of C. C. Parker; bounded on the North by the land of W. Downes, et al., bounded on the West by Lot No. 1, on plat hereinafter referred to; bounded on the South in part by the land of Maria White, containing 224.04 acres of land, more or less, and being Lots Nos. 2 and 3 on the Plat of the Hearn Farm, made for C. R. Disharoon Company by P. S. Shockley, Surveyor, during August, 1930, and intended to be filed for record among the Land Records of Wicomico County, Maryland, together with a permanent easement or right-of-way thirty feet wide, extending from the land hereby described to the Parker County Road over Lot No. 1, as shown on said plat and as described in deed hereinafter referred to; and being in all respects the same land that was conveyed to Daniel B. Waller by C. R. Disharoon Company, et al., by deed dated March 2, 1932, and recorded among the Land Records of said Wicomico County, in Liber I. D. T. No. 172, Folio 519.

This property is improved by dwelling, barn and necessary out-buildings.

11. An undivided one-half interest in and to all that tract or parcel of land situate and lying in the Seventh Election District, of Worcester County, Maryland, containing 182 acres of land, more or less, being Lots Nos. 1 and 2 of the Charles Chatham Land, conveyed to Alexander G. Malone by C. Herbert Chatham, et al., by deed dated March 2, 1916, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C., No. 21, Folio 554.

The undivided one-half interest therein having been sold by the said Alexander G. Malone to C. R. Disharoon Company. The other undivided one-half interest thereis is owned by the heirs of Hartwell M. Malone.

12. All that tract or parcel of land situate in Atkinson's Election District, Worcester County, State of Maryland, bounded on the North by the lands of Elijah Kelly and Alexander Malone; bounded on the West by the lands of Charles Smullen; bounded on the South by the land of Joseph Ennis; bounded on the East by the land of Michael Fooks, containing 50 acres, more or less; and being the same land conveyed to the said C. R. Disharoon Company by the Third Item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 39, Folio 358.

The manufacturing plant of C. R. Disharoon Company, located on Brown Street, Salisbury, Maryland, is not being offered at public sale at this time but the Receivers will be pleased to show the plant to any interested parties and wil receive and consider any offers made for the purchase of the same.

TERMS OF SALE:

ONE-THIRD CASH on day of sale, balance in six months or all cash at the option of the option of the purchaser, the credit portion to bear interest from the day of sale and to be secured to the satisfaction of the Receivers. Title papers and revenue stamps at the expense of the purchaser. Possession will be given on ratification of the sale and taxes will be paid to January 1, 1937.

LEVIN C. BAILEY and
WALTER R. DISHAROON,
Receivers of C. R. Disharoon Company.

49-3t.

THE DEMOCRATIC MESSENGER, Inc.
SNOW HILL, MARYLAND

December 22, 1936

WE HEREBY CERTIFY That the attached Adv. of Receivers' Sale was published in The Democratic Messenger once in each of two successive weeks before the 19th day of December, 1936.

The Democratic Messenger, Inc.,
Per C. V. White
Publisher

MILES, BAILEY & WILLIAMS, Solicitors

RECEIVERS' SALE
of valuable
FARMS AND TIMBER LANDS

Under and by virtue of an order of the Circuit Court for Wicomico County and State of Maryland, dated December 2, 1936, passed in No. 4986 Chancery, the undersigned as Receivers of C. R. Disharoon Company, will sell at public auction at the front door of the Court House, in the City of Salisbury, Wicomico County, Maryland, on SATURDAY, DECEMBER 19, 1936 at 2.00 o'clock P. M., the following real estates:

1. All that tract or parcel of land situate in the Sixth Election District, Worcester County, State of Maryland, bounded on the West by the land of Richard H. Hodgson, being known as the "Irving Fooks Land," containing two hundred acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by Oscar M. Purnell, et al,, by deed dated January 1st, 1924, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 49, Folios 119 and 120.

2. All that tract or parcel of land situate in Worcester County, State of Maryland, on the North side of and binding upon the Old County Road leading from the Old Coulbourn Water Mill to the Robert Jones Farm, bounded on the North by the land of John William Ward and Marion S. Ward; bounded on the East by the high water mark of Coulbourn's Mill Pond; bounded on the South by the aforesaid Old County Road, and on the West by the James Kelly land and the John William

Ward and the Marion S. Ward land, containing 300 acres of land, more or less; being the same land conveyed to the said C. R. Disharoon Company by Rufus Johnson, by deed dated March 25th, 1916 and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 22, Folios 59 and 60.

3. All that tract or parcel of land situate in the Seventh Election District of Worcester County, State of Maryland, on the East side of the County Road leading from Whiteburg to Pusey's Mill, containing 78 acres, 1 rood and 20 perches of land; and being the same land conveyed to the said C. R. Disharoon Company by Thomas W. H. White and wife, by deed dated April 1, 1911, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 9, Folios 111 to 112.

4. All that tract or parcel of land situate in Nutter's Election District, Wicomico County, State of Maryland, on the South side of the public road leading from the residence where George W; Fooks formerly lived, to the property where Asbury Fooks formerly lived, bounded on the East by the William J. Jenkins land; bounded on the South by the William Dixon land; bounded on the West by the Annie Powell land, containing 35 acres, more or less; being the same land conveyed to the said C. R. Disharoon Company by the first item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded in Liber I. D. T. No. 157, Folio 407.

5. All that tract or parcel of land situate in Atkinson's Election District, Worcester County, State of Maryland, called "Causey's Vexation" of "Buck Harbor", adjoining the lands of Gus Newman, James Causey, John Dryden, Thomas Hitch and Levin Hitch, containing 129 acres of land, more or less; and being the same land conveyed to the said C. R. Disharoon Company by the Second Item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 39, Folios 258 and 359.

6. All that tract or parcel of land situate in Parsons Election District, Wicomico County, State of Maryland, on the North side of the Baltimore, Chesapeake & Atlantic Railway, and on the East side of the stone road leading from Salisbury-Ocean City State Road to Zion Church, adjoining the land formerly owned by Levin W. Perdue, the L. P. Humphreys land and the Josephus Adkins land and the Samuel C. Hearn land, now owned by Theodore Hearn, containing 81 acres of land, more or less; and being the same land conveyed to C. R. Disharoon Company by The Salisbury Crate and Barrel Company by the Fourth Item of deed dated March 1, 1911, and recorded amongthe Land Records of Wicomico County, Maryland, in Liber E. A. T. No. 74, Folio 48.

7. All those two tracts or parcels of land situate in Tyaskin Election District, Wicomico County, State of Maryland, containing in the aggregate 186¼ acres of land, more or less; and being in all respects the same lands which were conveyed to the said C. R. Disharoon Company by William J. Downing and wife, by deed dated January 14, 1913, and recorded among the Land Records of Wicomico County, Maryland, in Liber E. A. T. No. 79, Folio 399.

This property is well set in growing pine timber.

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This property is improved by dwelling, barn and necessary outbuildings.

11. An undivided one-half interest in and all that tract or parcel of land situate, and lying in the Seventh Election District, of Worcester County, Maryland, containing 182 acres of land, more or less, being Lots Nos. 1 and 2 of the Charles Chatham land, conveyed to Alexander G. Malone by C. Herbert Chatham, et al, by deed dated March 2, 1916, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 21, Folio 554.

The undivided one-half interest therein having been sold by the said Alexander G. Malone to C. R. Disharoon Company. The other undivided one-half interest therein is owned by the heirs of Hartwell M. Malone.

12. All that tract or parcel of land situate in Atkinson's Election District, Worcester County, State of Maryland, bounded on the North by the lands of Elijah Kelly and Alexander Malone; bounded on the West by the land of Charles Smullen; bounded on the South by the land of Joseph Ennis; bounded on the East by the land of Michael Fooks, containing 50 acres, more or less; and being the same land conveyed to the said C. R. Disharoon Company by the Third Item of deed from F. Leonard Wailes, Trustee, dated October 1, 1919, and recorded among the Land Records of Worcester County, Maryland, in Liber O. D. C. No. 39, Folio 358.

The manufacturing plant of C. R. Disharoon Company, located on Brown Street, Salisbury, Maryland, is not being offered at public sale at this time but the Receivers willbe pleased to show the plant to any interested parties and will receive and consider any offers made for the purchase of the same.

TERMS OF SALE:

ONE-THIRD CASH on day of sale, balance in six months, or all cash, at the option of the purchaser, the credit portion to bear interest from the day of sale and to be secured to the satisfaction of the Receivers. Title papers and revenue stamps at the expense of the purchaser. Possession will be given on ratification of the sale and taxes will be paid to January 1, 1937.

LEVIN C. BAILEY and

WALTER R. DISHAROON,

Receivers of C. R. Disharoon Company

ORDER NISI

ORDERED, by the Circuit Court for Wicomico County and State of Maryland, in Equity, this 2nd day of January, in the year nineteen hundred and thirty-seven, that the sales of the properties mentioned in these proceedings, made and reported by Levin C. Bailey and Walter R.

Disharoon, Receivers of C. R. Disharoon Company, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of February next; provided a copy of this Order be inserted in some weekly newspaper published insaid Wicomico County once in each of three successive weeks before the 30th day of January, next.

The Report states the amount of sales to be Six Thousand, Three Hundred Ninety-two Dollars and Twenty-one Cents ($6,392.21).

Ira D. Turner

Clerk

CERTIFICATE OF PUBLICATION

Salisbury, Md., Feb. 2, 1937.

WE HEREBY CERTIFY that the annexed Order Nisi has been published in The Salisbury Advertiser and Wicomico Countian for four successive issues. Before the 30th Jan. 1937, as required by Law.

THE WICOMICO PUBLISHING CO.

Publishers of the Salisbury Advertiser and Wicomico Countian.

I. E. Jones

Manager

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ORDER NISI

Walter R. Disharoon	)	No. 4986 Chancery
vs.	)	In the Circuit Court for
C. R. Disharoon Company,	)	Wicomico County, Maryland.
a body corporate of the	)	
State of Maryland.	)	

ORDERED, by the Circuit Court for Wicomico County and State of Maryland, in Equity, this 2nd day of January, in the year Nineteen hundred and Thirty-seven, that the sales of the properties mentioned in these proceedings, made and reported by Levin C. Bailey and Walter R. Disharoon, Receivers of C. R. Disharoon Company, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of February, next; provided a copy of this Order be inserted in some weekly newspaper published in said Wicomico County once in each of three successive weeks before the 30th day of January, next.

The Report states the amount of sales to be Six Thousand, Three Hundred Ninety-Two Dollars and Twenty-one Cents ($6,392.21).

Ira D. Turner, Clerk.

True copy, test:

Ira D. Turner, Clerk. 1-4t

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Wicomico County and State of Maryland, in Equity, this third day of February, in the year nineteen hundred and thirty-seven, that the sale made and reported by the Receivers 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.

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I, Ira D. Turner, Clerk of the Circuit Court for Wicomico County, State of Maryland, hereby certify that the aforegoing is a true and correct copy of the PETITION FOR DISSOLUTION OF CORPORATION AND APPOINTMENT OF RECEIVER AND AFFIDAVIT THEREON, filed February 17, 1936; ORDER OF COURT APPOINTING RECEIVERS, filed February 17, 1936; PETITION AND ORDER OF COURT FOR SALE OF REAL ESTATE, filed December 2, 1936, and REPORT OF SALES, filed January 2, 1937, as filed in the case of WALTER R. DISHAROON versus C. R. DISHAROON COMPANY, A BODY CORPORATE OF THE STATE OF MARYLAND, being No. 4986 Chancery, in the Circuit Court for Wicomico County, State of Maryland.

SEAL OF COURT

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Wicomico County, State of Maryland, this Fifth day of February, Nineteen Hundred and Thirty-seven.

Ira D. Turner

Clerk of the Circuit Court for Wicomico County,

State of Maryland.

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

J. Millard Tawes, Clerk.

""

Thomas M. Harrington, Ex parte
In Re:
The Mortgaged Real Estate of
Annie U. Todd and Archbold Todd,
her husband

Be it remembered that heretofore to wit, on the nineteenth day of September, nineteen hundred and thirty-six, a certain Thomas M. Harrington, of Baltimore City 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 Land Bank Commissioner, by a certain Archbold Todd, Annie U. Todd, Lula Maddox and Carrie B. Maddox, of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, made this FOURTEENTH day of October in the year nineteen hundred and THIRTY THREE, by and between ANNIE U. TODD AND ARCHBOLD TODD, her husband, of the County of Somerset, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "Mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more embraced in said term) party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, State of Maryland, acting pursuant to Part 3 of the Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933" hereinafter called "Commissioner", party of the second part, and Lulu Maddox, unmarried, and Carrie B. Maddox, unmarried, parties of the third part.

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Commissioner in the principal sum of $1600.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated October 2, 1933, for said principal sum of $1600.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the first day of April and October in each year, said principal sum being payable on an amortization plan and in Fifty Nine equal successive semi-annual instalments of $26.66 each, the first such instalment being payable on the First day of April, 1937, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $27.06 payable on the FIRST day of OCTOBER, 1966, unless the debt be sooner paid or matured; and the better to secure the payment of said principal sum and interest in the manner and at the time above set out, this mortgage is executed and delivered;

NOW THEREFORE, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns,

ALL THAT tract or parcel of land in Westover District, Somerset County, Maryland, near Jamestown, on the State road leading from Westover to Jamestown, containing 40 acres of land, more or less, which land is bounded on the north by the wood property of Franklin Arnold, on the East by property of Isaac Fontaine and Elizabeth T. Suder, on the south by a concrete State road, Westover to Fairmount, on the West by county dirt road, leading from Manokin Post Office to Revels Neck and Princess Anne, also on the west by property woods of Chas. A. Lankford and T. J. Furniss.

BEING THE same land which was conveyed to said Annie U. Todd by deed from Lulu Maddox and others, dated September 15, 1906, and recorded among the land records of said county in Liber S. F. D. No. 44, folio 128.

SAID Lulu Maddox and Carrie Maddox join in the execution of this mortgage for the purpose of conveying all their right, title and interest in the above described parcel of land insofar as this mortgage is concerned.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

This mortgage is subject to all conveyances and reservations of sub-surface right and all easements of record affecting the above conveyed property.

RPOVIDED, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subjec t to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgageis subject to a prior _____ dated the _____ day of _____, 19 __, in favor of _____ and on this day owned by_____ and recorded among the Land Records of _____ County, Maryland, in Liber No. ____, Folio _____, which said _____ is a lien on the property hereby conveyed or the following described portion thereof, to wit:

NO PRIOR LIENS.

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurance thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will

exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now,or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessment, judgments or other amounts and/or may effect and/or maintain such insurance andpay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes forwhich the money lent on the security of this mortgage was borrowed, are true, and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose ofpaying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commissioner shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or

sums, when received by said Commissioner in an amount sufficient to cover any full instalment payments, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said Commissioner and, upon his failure/so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property,hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigne, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner; his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the

rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforesaid rents, issues and profits are hereby assigned to said Commissioner, his successors or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such electionby the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hands and seals of the said Mortgagors.

Stephen P. Cadden. Witness as to Lula Maddox	Archbold his x mark Todd	(SEAL)
	Annie U. Todd	(SEAL)
Teste: Samuel H. Sudler	Lula Maddox	(SEAL)
Arthur W. Todd Witness to Archbold Todd	Carrie B. Maddox	(SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 17th day of November, in the year one thousand nine hundred and THIRTY THREE, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared ANNIE U. TODD AND ARCHBOLD TODD, her husband, and CARRIE B. MADDOX, unmarried, and acknowledged the foregoing mortgage to be their act; and that at the same time appeared J. E. HOLLAND and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above written.

Samuel H. Sudler SEAL OF
Notary Public NOTARY

My commission expires May 6th, 1935.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 15th dayof November, in the year one thousand, nine hundred and thirty three, before me, the subscriber, a notary public of the State of Maryland, in and for the City aforesaid, personally appeared LULA MADDOX, unmarried, and acknowledged the foregoing mortgage to be her act.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above written.

Nellie Eisinger SEAL OF
Notary Public NOTARY

My commission expires May 6, 1935.

Received for Record Novemberl8th, 1933, and recorded in Liber J. M. T. No. 107, folio 50, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

THIS ASSIGNMENT OF MORTGAGE, made this 10th day of September, 1936 by the Federal Farm Mortgage Corporation, a body corporate as hereinafter set out, by The Federal Land Bank of Baltimore, a body corporate, its Attorney-in-fact, under Power of Attorney dated June 28, 1934, and recorded among the Land Records of Somerset County, Maryland, in Liber party of the first part, and Thomas M. Harrington, Assignee for the purpose of foreclosure and Collection, party of the second part.

Whereas, by mortgage dated October 14, 1933, and recorded among the aforesaid Land Records in Liber J. M. T. No. 107, folio 50, Annie U. Todd and Archbold Todd, her husband, and Lulu Maddox and Carrie B. Maddox, both unmarried, granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an Act of Congress of the United States known as the Emergency Farm Mortgage Act of 1933, a certain tract of land situate in the County and State aforesaid, containing forty (40) acres, more or less, to secure said Land Bank Commissioner the payment of a debt for the sum of $1600.00.

WHEREAS, under the terms and conditions of the Act of Congress of the United States of America known as the Federal Farm Mortgage Corporation Act approved January 31, 1934 (U.S.C. Title 12, Section 1020-B) the said mortgage and note were transferred to the Federal Farm Mortgage Corporation, and

WHEREAS, the said the Federal Farm Mortgage Corporation by Power of Attorney, duly executed and recorded as aforesaid, has authorized and directed said The Federal Land Bank of Baltimore to act as attorney in its behalf and stead inreleasing or assigning any and all mortgages, deeds or trust, and the notes secured thereby given to said Land Bank Commissioner, and/or the Federal Farm Mortgage Corporation, and

WHEREAS, default has occurred under the terms and conditions of the said mortgage, and the said Federal Farm Mortgage Corporation has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to Thomas M. Harrington, Assignee for the purpose of foreclosure and collection.

NOW, THEREFORE, in consideration of the premises and the sum of $1.00, the receipt whereof is hereby acknowledged, the said The Federal Farm Mortgage Corporation by The Federal Land Bank of Baltimore, its Attorney-in-fact, under the power of Attorney, aforesaid, doth grant and assign unto the said Thomas M. Harrington, Assignee for the purpose of foreclosure and collection all that mortgage hereinbefore described as being executed by the said Annie U. Todd and Archbold Todd, her husband, and Lulu Maddox and Carrie B. Maddox, both unmarried, to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

IN WITNESS WHEREOF, these presents are executed on behalf of the Federal Farm Mortgage Corporation by The Federal Land Bank of Baltimore, its Attorney-in-Fact as aforesaid, by E. P.

Crider, its Vice-President, and its corporate seal hereunto affixed and attested by C. W. Held, its Assistant-Secretary.

	CORPORATE	THE FEDERAL FARM MORTGAGE CORPORATION by The Federal Land Bank of Baltimore its Attorney-in-fact.
Attest:	SEAL	
C. W. Held		BY: E. P. Crider
Assistant-Secretary		Vice-President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I hereby certify that on this 10th day of September, 1936, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared E. P. Crider and C. W. Held, Vice-President and Assistant-Secretary, respectively, of The Federal Land Bank of Baltimore, Attorney-in-fact for said Federal Farm Mortgage corporation, and declared that the corporate seal of the Attorney-in-fact was duly affixed to the said Assignment in pursuance of due authority.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal the day and year first above written.

Nellie Eisinger	SEAL OF
Notary Public	NOTARY

My commission expires 5/3/37/

Received for Record 19th September, 1936, and recorded in Liber J. M. T. No. 112, folio 122, one of the Land Records of Somerset County,

Per: 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, Fidelity 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 TWO THOUSAND AND 99/100 ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of December in the year of our Lord one thousand nine hundred and thirty-six.

Whereas, the above bounden Thomas M. Harrington by virtue of the power contained in a mortgage from Annie U. Todd et al to Land Bank Commissioner bearing date the 14th day of October, 1933 and recorded among the mortgage records of Somerset County in Liber J. M. T. No. 107 Folio 50 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden 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 of decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Clarice B. Pelton Thomas M. Harrington (SEAL)

As to Surety: CORPORATE FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By G. Gillis SEAL By E. V. Shockley

Attorney-in-Fact.

Which said bond was thus thereon endorsed, to wit:

Bond Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighth day of January, in the year nineteen hundred and thirty-seven, , 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:	)	No. 4918 Equity.
THE MORTGAGED REAL ESTATE OF ANNIE U. TODD AND ARCHBOLD TODD, her husband.	)	IN THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND
	)	(SITTING IN EQUITY)

TO THE HONORABLE, THE JUDGES OF SAID COURT:°-

The report of Thomas M. Harrington, Assignee, respectfully represents:

That under and by virtue of power of sale contained in a mortgage from Annie U. Todd, Archbold Todd, her husband, Lulu Maddox, unmarried, and Carrie Maddox, unmarried, dated October 14, 1933, and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 107, folio 50, which mortgage was duly assigned to the said Thomas M. Harrington for the purpose of foreclosure and collection, default having occurred in the payment of the principal amount secured by said mortgage and in other covenants in said mortgage contained, after having given bond with approved security, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in "The Somerset News", a newspaper published in Princess Anne, Somerset County, Maryland, your Assignee did attend in front of the Court House in Princess Anne, Somerset County, Maryland, on Tuesday, January 5, 1937, at 2:00 o'clock P. M., and did then and there sell at public auction unto the Federal Farm Mortgage Corporation, a body corporate, at and for the sum of $1100.00, it being at that figure the highest and best bidder therefor, the following described property, to wit:-

All that farm containing 40 acres, more or less, situate in Westover District, about three miles west of the village of Westover, on the State road leading from Westover to Jamestown, bounded on the north by the wood property of Franklin Arnold, on the east by property of Isaac Fontaine and Elizabeth T. Suder, on the south by a concrete State road, Westover to Fairmount, on the west by county dirt road, leading from Manokin Post Office to Revels Neck and Princess Anne, also on the west by property woods of Charles A. Lankford and T. J. Furniss, BEING all and the same land which was conveyed to the said Annie U. Todd by deed from Lulu Maddox, et als. dated September 15, 1 906, and recorded among the aforesaid Land Records in Liber S. F. D. No. 44, folio 128. BEING ALSO all and the same property conveyed by the mortgage first herein mentioned.

Your Assignee further reports that the purchaser has agreed to comply with the terms of sale.

All of which is respectfully submitted.

Thomas M. Harrington

Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I hereby certify that on this 7th day of January, 1937, 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, Assignee aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein stated to the best of his knowledge, information and belief, and that the sale therein reported is bona fide and was fairly made.

AS WITNESS, my hand and notarial seal the day and year first above written.

Nellie Eisinger SEAL OF
Notary Public NOTARY

My commission expires 5/3/37.

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

IN RE:	)	No. 4918 EQUITY.
THE MORTGAGED REAL ESTATE OF ANNIE U. TODD and ARCHBOLD TODD, her husband.	)	IN THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND (SITTING IN EQUITY)

- - - - -

ORDER NISI

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Thomas M. Harrington, Assignee in the above cause described, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of February, 1937, provided a copy of this Order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 22nd day of February, 1937.

The Report states the amount of sale to be $1100.00.

J. Millard Tawes

Clerk of the Circuit Court for
Somerset County, Maryland.

And now at this day to wit, on the tenth day of February, in the year nineteen hundred and thirty-seven, comes again into Court here the said Assignee, and on motion of the said Assignee the Court here passed the following order, to wit:

FINAL ORDER

ORDERED, by the Court this 10th day of February, 1937, that the sale made and reported by Thomas M. Harrington, Assignee aforesaid, in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although the notice appears to have been given as required by the Order Nisi passed in said cause and the Assignee 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.

"""

IN RE:)
THE MORTGAGED REAL ESTATE)
OF EMMA HOWARD, a widow.)
)

Be it remembered that heretofore to wit, on the seventh day of December, inthe year nineteen hundred and thirty-six, a certain Thomas M. Harrington, of the City of Baltimore, 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 The Federal Land Bank of Baltimore, by a certain Emma Howard, a widow, of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, made the seventeenth day of October, in the year nineteen hundred and thirty three, between Emma Howard, a widow, of Somerset county, in the state of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), of the first part, and The Federal Land Bank of Baltimore, of the city of Baltimore, in the state of Maryland, hereinafter called "Bank", of the second part.

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Bank in the principal sum of $2500.00, this day lent said Mortgagor by said Bank;;

AND WHEREAS, said Mortgagor has executed and delivered to said Bank his promissory note, of even date herewith, for said principal sum of $2500.00 and interest thereon at the rate of Five per centum per annum, payable to the order of said Bank in Seventy One semi-annual instalments of $75.00 and a final instalment of $116.42, the first of said instalments being payable six months from the date hereof and theothers being payable successively every six months thereafter until the whole debt, principal and interest, has ben paid; all of said instalments being based on the amortization plan as provided for in The Federal Farm Loan Act; and the better to secure the payment of said principal sum and interest in the manner and at the times above set out this mortgage is executed and delivered;

NOW THEREFORE, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Bank, its successors and assigns,

All that tract or parcel of land situate in the East Princess Anne Election District, Somerset County, Maryland, and described as follows:

Beginning for the same at a point on the south side of the county road leading from Princess Anne to Snow Hill, in the centre of a ditch, at thenortheast corner of the woodland of James H. Powell, represented on the plat at the letter "A", and runs thence by and with the south side of the said county road, North 78 deg. 00' East, 20 feet to the East side of a 20 foot reserved road; thence by and with the east side of said 20 foot road, and 20 feet distant from the line of the land of James H. Powell, South 11 deg. 00 East 93.25 perches; thence by and with the south side of the 20 foot reserved road, and 20 feet from the line of the land of James H. Powell, South 77 deg. 30' West, 20.7 perches; thence South 7 deg. 15' East, 136 perches to a marked small ample tree at the corner of the land of the heirs of O. F. Bounds; thence by and with the land of said heirs, the two following courses and distances, viz: South 2 deg. 45' East, 27.5 phs. South 58 deg. 15' East, 52 perches to the intersection of a cross ditch with the Tax Ditch; thence by and with the Tax Ditch north 39 deg. 30' East, 24 perches to the intersection with another ditch; thence by and with the same the two following courses and distances, viz: North 15 deg. 30' West, 2 perches; North 12 deg. 15' West, 140 perches to an iron pipe in the centre of said ditch, on the south side of a lane; thence by and with the south side of said lane, North 79 deg. 30' East, 54.16 perches to the east side of the lane; thence by and with the east side of the lane, the four following courses and distances, viz: North 23 deg. 30' West, 77 perches; North 19 deg. 30' West, 9 perches; North 19 deg. 30' West, 18.4 perches; North 6 deg. 50' West, 34.4 perches to the south side of the first mentioned county

road, one perch East of the ditch; thence by and with the south side of said road, South 78 deg. 00' West, 56.75 perches to the end of the first line of this survey at the east side of the reserved 20 foot road; thence reversing the first line to the beginning, containing 104.5 acres of land more or less, according to a survey made August 18th, 1920, by Earle B. Polk, Surveyor.

Being the same land which was conveyed to said Emma Howard and Henry J. Howard, her husband, as tenants by the entireties, by deed from Jacob R. Fisher and wife, dated November 15, 1920, and recorded among the land records of said county in Liber W. J. S. No. 81, folio 423. The said Henry J. Howard having departed this life, leaving surviving him, the said Emma Howard.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

For a further description of the land hereby conveyed, reference is made to the application of said Mortgagor for this loan and to the abstract of title made by the bonded abstractor and all correspondence which are the basis of this loan.

This mortgage is subject to all conveyances and reservations of sub-surface rights and of easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns, shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect.

This mortgage is made to said Bank as a federal land bank doing business under an act of the Congress of the United States of America known as The Federal Farm Loan Act, and amendments thereof and is to be in all respects subject to and governed by the terms and provisions thereof; provided, however, that in lieu of the provision therein in regard to payments on the loan after the expiration of the five year period, it is understood and agreed that after five years from the date of this mortgage, said Mortgagor may upon any regular instalment payment date make any number of full instalment payments on account of the principal of this loan, or pay the entire amount then due. Such additional instalment payments so made, if any, shall not reduce thereafter the periodical instalment payments herein contracted to be made, but shall operate to discharge the debt secured hereby at an earlier date by reducing the percentage of such anticipated instalment payments applicable to interest and increasing the percentage applicable to principal.

Said mortgagor covenants that he will warrant generally the property hereby conveyed; that he has a good right to convey the same; that the same is free from all incumbrances; that he will execute such further assurances of said land as may be requisite; that he will pay or cause to be paid said principal sum and all accrued interest thereon at the times and in the manner herein provided for; that as to all such instalment payments that may not be paid when due he will pay interest thereon from the date of maturity until paid at the highest rate allowable under the laws of this state not exceeding eight per centum per annum; that he will pay when due all taxes, assessments, public dues and charges now or hereafter to be levied or assessed on said property and will forthwith send to said Bank his receipts for such payments; that he will during the life of this mortgage keep insured to the satisfaction of said Bank and of the Land Bank Commissioner in the amount of at least $1800.00 all buildings on said land the value of which was a factor in determining the amount of said loan and will cause such insurance to be made payable to said Bank as its interest may appear at the time of loss and will deliver or cause to be delivered the policy or policies for the same to said Bank, and if at his option and subject to the general regulations, if any, of the Land Bank Commissioner he exercises his election to have any of the sums so received by the Bank used for the reconstruction of the buildings destroyed, it shall be optional with said Bank as to what insurable

buildings shall be so reconstructed or replaced and as to how and to whom it shall disburse or dispose of the money during the progress of the work of reconstruction and that if it elects to turn the money over directly to the mortgagor the same will be forthwith applied by him to the reconstruction of such buildings, and in the absence of any such general regulation of the Land Bank Commissioner on the subject, when said Bank shall have mailed to him at his latest known address its draft or check for such sum or sums, the same shall be a valid acquittance to it of all obligation or liability against it in regard to the disposition of such sum or sums, any claim of any person to the contrary notwithstanding; that upon his failure to pay when due any such taxes, assessments, public dues or charges, or upon his failure to take out such insurance, made payable as above provided, said Bank may pay such taxes, assessments, public dues or charges and take out such insurance and the sum or sums so paid by it shall become a part of this mortgage debt and be due and payable immediately when so paid, together with simple interest thereon at the highest rate allowable under the laws of this state, not exceeding eight per centum per annum; that he will not alien, by deed, mortgage or otherwise, the property hereby conveyed without first having notified said Bank in writing and received its written consent for the same; that the representations made to said Bank by him in his application for this loan as to the purpose or purposes for which the money lent on this mortgage was borrowed are true, and that he will apply the money so secured for such purpose or purposes; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the property hereby conveyed, whether such option, lease, right or privilege be at present or later operated or exercised, he will pay to, and he hereby assigns to said Bank, all such rents, profits, royalties and revenues, and such sum or sums, when received by it in amount sufficient to cover any full instalment payment, shall be applied by said Bank to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for; and that if in the opinion of said Bank this mortgage has not been so executed and recorded as to constitute a valid first lien on the property hereby conveyed, he will immediately and at his own expense have the same re-executed and re-recorded to the satisfaction of said Bank, and upon his failure so to do, said Bank may have the same done and any expense so incurred shall become a part of the mortgage debt and be due immediately upon payment by the Bank, with interest from the date of payment.

Said Mortgagor further covenants that upon the failure of said Mortgagor, his heirs, personal representatives and assigns, to perform any one or more of the covenants or obligations herein undertaken by him, then at the election of said Bank, its successors or assigns, the whole of the debt hereby secured shall thereupon become immediately due and demandable and it shall be lawful for said Bank, its successors or assigns, at any time after the exercise of such election to sell for cash the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection or attorney's fee of five per centum of the face of the note hereby secured, and to grant and convey said property to the purchaser, his heirs or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land or a part thereof lies, or if there be no such newspaper published in such county, then in some newspaper having circulation

in such county, and by such other advetisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price, second to the balance, principal and interest, unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note, and the balance, if any, shall go to the mortgagor, his personal representatives or assigns or to whoever may be entitled thereto.

Said Mortgagor further covenants that if, after such election by the Bank to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Bank is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Bank; and that if after the exercise by said Bank of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Bank shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed; and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any courthaving jursidiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Bank makes its election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

WITNESS the hand and seal of the said Mortgagor.

Teste: Emma Howard (SEAL)

Samuel H. Sudler.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 26th day of October, in the year one thousand nine hundred and thirty three, before me, the subscriber, a Notary public of the State of Maryland, in and for the county aforesaid, personally appeared Emma Howard, a widow, and acknowledged the foregoing mortgage to be her act; and that at the same time appeared J. E. Holland and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above written.

Samuel H. Sudler SEAL OF
Notary Public NOTARY

My commission expires May 6th, 1935.

Received for Record October 26th, 1933, and recorded in Liber J. M. T. No. 107, Folio 17, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

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.

IN WITNESS WHEREOF the said The Federal Land Bank of Baltimore has caused these presents to be executed on its behalf by G. F. O'Neill, its Vice-President, and its corporate seal to be hereunto affixed, attested by Ed Willim, Jr., its Secretary, this 2nd day of December, 1936.

ATTEST: THE FEDERAL LAND BANK OF BALTIMORE

Ed Willim, Jr BY: G. F. O'Neill

Secretary Vice-President.

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, Fidelity 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 Three Thousand And 00/100 ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of December in the year of our Lord one thousand nine hundred and thirty-six.

Whereas, the above bounden Thomas M. Harrington by virtue of the power contained in a mortgage from Emma Howard, widow to Federal Land Bank of Baltimore bearing date the 17th day of October, 1933, and recorded among the mortgage records of Somerset County in Liber J. M. T. No. 107 Folio 17 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden 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

Clarice B. Pelton Thomas M. Harrington (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

As to Surety: By E. V. Shockley

By G. Gillis Attorney-in-Fact.

Which said bond was thus thereon endorsed, to wit:

Bond Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighth day of January, nineteen hundred and thirty-seven, 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:	)	No. 4962 EQUITY
THE MORTGAGED REAL ESTATE OF EMMA HOWARD, a widow.	)	IN THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND
	)	

- - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The report of Thomas M. Harrington, Assignee, respectfully represents:

That under and by virtue of Power of Sale contained in a mortgage from Emma Howard, a widow, to The Federal Land Bank of Baltimore, a corporation, dated October 17, 1933, and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 107, folio 17, which mortgage was duly assigned by the said The Federal Land Bank of Baltimore to the said Thomas M. Harrington for the purpose of foreclosure and collection, default having occurred in the payment of the principal amount secured by said mortgage and in other covenants in said mortgage contained, after having given bond with approved security, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in "The Somerset News", a newspaper published in Princess Anne, Somerset County, Maryland, your Assignee did attend at the Court House in Princess Anne, Somerset County, Maryland, on Tuesday, January 5, 1937, at 2:30 o'clock P. M., and did then and there sell at public auction unto The Federal Land Bank of Baltimore, at and for the sum of $1700.00, it being at that figure the highest and best bidder therefor, the following described property, to wit:

All that farm containing 104.5 acres of land, more or less, according to survey made August 18, 1930, by Earle B. Polk, surveyor, situate in the East Princess Anne Election District of Somerset County, Maryland, and BEING alland the same land whichwas conveyed to the said Emma Howard and Henry J. Howard, her husband, (now deceased), as tenants by the entirety, by deed from Jacob R. Fisher and wife, dated November 15, 1920, and recorded among the aforesaid Land Records in Liber W. J. S. No. 81, folio 423. BEING ALSO all and the same land conveyed by the mortgage first herein mentioned, to which deed and mortgage reference is hereby made for a further description of this land.

Your Assignee further reports that the purchaser has agreed to comply with the terms of sale.

All of which is respectfully submitted.

Thomas M. Harrington
Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 7th day of January, 1937, 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, Assignee aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein stated to the best of his knowledge, information and belief, and that the sale therein reported is bona fide and was fairly made.

AS WITNESS, my hand and notarial seal the day and year first above written.

Nellie Eisinger SEAL OF
My commission expires 5/3/37. Notary Public NOTARY

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

IN RE:	)	No. 4962 EQUITY
THE MORTGAGED REAL ESTATE OF EMMA HOWARD, a widow.	)	IN THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND
	)	

ORDER NISI

ORDERED, that the sale of the property mentioned in these proceedings, made and reported

by Thomas M. Harrington, Assigneein the above cause described, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of February, 1937, provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 22nd day of February, 1937.

The Report states the amount of sale to be $1700.00.

J. Millard Tawes

Clerk of the Circuit Court for
Somerset County, Maryland.

And now at this day to wit, on the tenth day of February, in the year nineteen hundred and thirty-seven, comes again into Court here the said Assignee and on motion of the said Assignee the Court here passed the following order, to wit:

FINAL ORDER

ORDERED, by the Court this 10th day of February, 1937, that the sale made and reported by Thomas M. Harrington, Assignee, aforesaid, in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although the notice appears to have been given as required by the Order Nisi passed in said cause and the Assignee 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.

""

Harry C. Dashiell, Assignee, Ex parte Trust created under power in a mortgage from Alexander Burris and J. Emma Burris his wife, to the Home Owners Loan Corporation, a body corporate, assigned to Harry C. Dashiell for collection and foreclosure	Be it remembered that heretofore to wit, on the ninth day of December, in the year nineteen hundred and thirty-six, 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 Home Owners' Loan Corporation by a certain Alexander Burris and J. Emma Burris, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this fifteenth day of November, 1934, by and between Alexander Burris and J. Emma Burris, his wife, of Chance, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of five hundred and ten & 00/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of five hundred and ten & 00/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $5.00 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may , at its option, declare all the remain-

der of said debt due and collectibel, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that inthe event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot of land in Rock Creek, Somerset County, Maryland, and beginning for the same at the center of a pair of bars, situated at the north corner of a lot now or formerly owned by Hamilton N. Jones, thence running north with the line of the said Hamilton Jones to the corner of a lot now or formerly belonging to Sylvester Collins; thence running east with the line of the said Sylvester Collins and land now or formerly of Samuel McBride, at the edge of the public marsh; thence running south with said lines to the public road; thence running west with said public road to the center of a pair of bars situate at the north corner of the lot of Hamilton Jones above mentioned, it being the place of beginning; said lot or parcel of land said to contain 7/8 of an acre, more or less.

Being the same land which was conveyed from A. C. Calvin Disharoon and Hester A. Disharoon, his wife, unto said Alexander Burse (also known as Alexander Burris) by deed dated October 20, 1898, and recorded in Somerset County Land Record Liber O.T.B. No. 24, folio 353.

(Note: This mortgage, made, etc., by Alexander Burris, also known as Alexander Burse, and J. Emma Burris, his wife, -)

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by acr of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying inthe meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time

pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, bedause of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and adminstration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paidby the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagors, the Mortgagee, amy, without notice to the Mortgagors deal with such successor or successors in interest with reference tothis mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violationor attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible

at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them,at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made inthe manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisidction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale maye be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

Test: W. Edelen Webster Harry C. Dashiell	Alexander his x mark Burris	(SEAL)
C. Raycroft Patterson: as to J. Emma Burris	J. Emma Burris	(SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of November, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Alexander Burris, one of the Mortgagors named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Harry C. Dashiell , Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Eunice Pilchard SEAL OF
Notary Public NOTARY

My commission expires the 6th day of May, 1935.

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, to wit:

I HEREBY CERTIFY that on this 13th day of December, 1934, before me, a Notary Public of the State of Pennsylvania, in and for the city of Philadelphia, personally appeared J. Emma Burris, one of the Mortgagors named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared Allen C. Thomas, Jr., Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also madeoath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

C. Raycroft Patterson SEAL OF
Notary Public NOTARY

My commission expires the 9th day of March, 1935.

C. Raycroft Patterson
Notary Public
My Commission Expires March 9, 1935.

Received for Record January 7, 1935, and recorded in Liber J. M. T. No. 109, folio 59, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell for the purpose of collectionand foreclosure.

AS WITNESS the seal of said corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 30th day of November, 1936.

WITNESS: CORPORATE Chas. B. Lyddane
M. Esther Wilcox SEAL Regional Treasurer

Filed for Record 9th December, 1936, and recorded in Liber J. M. T. No. 109, folio 59.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

$510.00 Chance, Maryland
November 15,1934.

For value received I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $510.00, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $5.00 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default inpayment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to ex-

ercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and eachof us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest and notice of demand, protest and nonpayment.

Given under the hand and seal of each party.

Test:	W. Edelen Webster	Alexander his x mark Burris	(SEAL)
	Harry C. Dashiell	J. Emma Burris	(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 Harry C. Dashiell of Somerset County and State of Maryland, principal, and the American Surety Company of New York, a body corporate duly incorporated under the Laws of the Stateof New York, surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND DOLLARS ($1000.00), to be paid to the said State 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 eachof our heirs, executors, administrators, successors and assigns, firmly by these presents, sealed with our seals and dated this 2nd day of January, nineteen hundred and thirty seven.

WHEREAS the above bounden, Harry C. Dashiell, by virtue of the power contained in a mortgage from Alexander Burris and J. Emma Burris, his wife, to the Home Owners Loan Corporation, dated the fifteenth day of November, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County, State of Maryland, in Liber J. M. T. No. 109 folio 59 etc., and which said mortgage was assigned by the Home Owners Loan Corporation, a corporation, to the said Harry C. Dashiell on the 30th day of November, nineteen hundred and thirty six, 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 comtained.

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 inhim under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity relating to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full 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 affixed hereto, the day and year first above written.

Test: Harry C. Dashiell (SEAL)

S. Frank Dashiell CORPORATE SEAL AMERICAN SURETY COMPANY OF NEW YORK

By Harry C. Dashiell

Attorney-in-Fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of January, in the year nineteen hundred and thirty-seven, 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 Alexander Burris and J. Emma Burris, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation, for collection and foreclosure	No. 4963 Chancery In the Circuit Court for Somerset County, In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry C. Dashiell, Assignee of a certain mortgage made and executed by Alexander Burris and J. Emma Burris, his wife, to the Home Owners Loan Corporation, a corporation, dated November fifteenth, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County in Liber J. M. T. No. 109 folio 59 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 conditionof 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 the said Court, or one of the Judges thereof, for the faithful dischage of the trust, so as aforesaid reposed in him by said mortgage, and as required by law, and after giving notice of the time, place, manner and terms of sale by advertisement in the MARYLANDER AND HERALD, a weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bills posted at the Court House door, in Princess Anne, in said County, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said Somerset County, State of Maryland, on Tuesday, the fifth day of January, nineteen hundred and thirty-seven, at or about the hour of 2 o'clock P. M., and then and there proceed to sell said real estate as follows:

Your Assignee offered for sale all that lot or parcel of land, in Rock Creek, in Tangier Election District, in Somerset County,State of Maryland, and beginning for the same at the center of a pair of bars situate at the north corner of a lot now or formerly owned by Hamilton N. Jones, thence running north with the line of the said Hamilton N. Jones to the corner of the lot now or formerly belonging to Sylvester Collins, thence running east with the line of the said Sylvester Collins and the land now or formerly owned by Samuel McBride to the edge of the marsh; thence running south with said lines to the public road; thence running west with said public road to the center of a pair of bars situate at the north corner of the lot of Hamilton N. Jones above mentioned, it being the place of beginning, and said to contain seven-eighth of an acre of land, more or less; it being the same and all of the land which was conveyed unto the said Alexander Burris by A. C. Calvin Disharoon and wife, by deed dated the twentieth day of October, eighteen hundred and ninety eight, and recorded among the Land Records of said Somerset

County in Liber O. T. B. No. 24 folio 353 etc. This property is improved by a two story, frame dwelling.

AND your Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of FIVE HUNDRED DOLLARS ($500.00), and the said purchaser has complied with the terms of said sale to the satisfaction of said Assignee.

All of which is respectfully submitted.

Harry C. Dashiell
Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 6th day of January, nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Eunice Pilchard SEAL OF
Notary Public NOTARY

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 Alexander Burris and J. Emma Burris, his wife, to the Home Owners Loan Corporation, a corporation, and assigned by the Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)))))))	No. 4963 Chancery In the Circuit Court for Somerset County, In Equity.

ORDERED, that the sale of the property mentioned in these proceedings,made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary be shwon on or before the 8th day of February, 1937; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 4th day of February 1937.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the tenth day of February, in the year nineteen hundred and thirty-seven, 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 Alex. Burris and J. Emma Burris, his wife, to Home Owners Loan Corporation, and assigned etc.	))))))	No. 4963 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 10th day of February, nineteen hundred and thirty seven, that the sale of the real estate made and reported by Harry C. Dashiell, Assignee, aforesaid, 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 furtherordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the within mentioned cause, since it appears that Harry C. Dashiell, the regular Auditor of this Court, is the solicitor for the Complainant 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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In the matter of the tax sale of real estate in Dames Quarter District, Somerset County, Maryland, assessed to James E. Fields, made and reported by Carlos Bozman, Treasurer	Be it remembered that heretofore, to wit, on the twenty-third day of November, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and County Taxes for the Dames Quarter Election District of Somerset County for

the years 1931 and 1932, 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 thematter of the tax sale of real estate in Dames Quarter Election District, Somerset County, Maryland, assessed to James E. Fields, for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County The County Commissioners of Somerset County, Maryland, Purchaser	No. 4954 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County and Collector of State and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to James E. Fields, in Dames Quarter Election District, Somerset County, Maryland,the sum of thirty-three cents, state taxes, and two dollars and twenty-eight cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annuallevy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, then County Treasurer and Collector as aforesaid, prepared the tax bills for every taxpayer and forwarded the same by mailor delivered the same to the persons or person 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, 1932, the said Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appeared onthe 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 Commissioners did levy upon the property assessed to James E. Fields in Dames Quarter Election District, Somerset County, Maryland, the sum of thirty-three cents state taxes and two dollars and eight cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, 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 insaid bills was assessed, so far as their residence or post office address was known or ascertained by him, on or before the first 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 levy and notice, with interest, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said James E. Fields in Dames Quarter Election District, said Somerset County the said Carlos Bozman, 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 the judgment of the said Carlos Bozman, did advertise the whole of said real estate in the Marylander and Herald, 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 the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Thursday, the 8th of August, 1935, 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 James E. Fields in said Dames Quarter Election District, described as follows:

No. 19. All that lot in Dames Quarter Election District, Somerset County, Maryland, containing 1 acre, more or less, and the improvements thereon, adjoining the lands of John White, Howard Barkley and John Todd, and assessed to James E. Fields for 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of twelve dollars and forty-three cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder, to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 21st day of November, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing Report of Sales is in the words following, to wit:

Exhibit A

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 Thursday, August 8th, 1935, 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 Dames Quarter 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 ofland 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 interest and costs.

No. 19. All that lot in Dames Quarter Election District, Somerset County, Maryland, containing 1 acre, more or less, and the improvements thereon, adjoining the lands of John White, Howard Barkley and John Todd, and assessed to James E. Fields for 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN

County Treasurer.

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

In the matter of the tax sale of real estate in Dames Quarter Election District, Somerset County, Maryland, assessed to James E. Fields for 1931 and 1932, reported by Carlos Bozman County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4954 Chancery
	)	In the Circuit Court
The County Commissioners of Somerset County, Maryland. Purchaser.	)	for Somerset County,
	)	Maryland.
	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on August 8th, 1935, of land in Dames Quarter Election District, Somerset County, Maryland, containing 1 acre, more or less, adjoining the lands of John White, Howard Barkley and John Todd, and assessed to James E. Fields for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twelve 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 23rd day of November, 1936, 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 19th of December, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 30th of January, 1937, 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 $12.43.

James M. Crockett, Judge.

And now at this day to wit, on the third day of February, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by L. Creston Beauchamp, his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 inthe Crisfield Times, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this third day of February, 1937, 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 Jones, Clerk.

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In the matter of the tax sale of real estate in East Princess Anne District, Somerset County, Maryland, assessed to Laura Crippen, for the years 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-third day of November, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the East Princess Anne Collection District of Somerset County for the years 1931 and 1932, by L. Creston Beauchamp, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the

words following, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Laura Crippen for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of State and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4956 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, Treasurer of Somerset County and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Laura Crippen in East Princess Anne Election District, Somerset County, Maryland, the sum of forty-six cents state taxes, and two dollars and twenty-four cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, 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 persons or person 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, 1932, the said Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Laura Crippen in East Princess Anne Election District, Somerset County, Maryland, the sum of forty-six cents, state taxes, and two dollars and ninety-six cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, 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 instititution, 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 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 levy and notice, with interest, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Laura Crippen in East Princess Anne Election District, said Somerset County the said Carlos Bozman, 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 the judgment of the said Carlos Bozman, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door in Princess Anne, 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 the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, the 11th of June, 1935, 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 Laura Crippen in said East Princess Anne Election District, described as follows:

No. 19. All that lot in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Lafayette Ross and Mark Malcolm, containing 9½ acres, more or less, and assessed to Laura Crippen for 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of said Somerset County, they being then and there the highest bidder therefor, at and for the sum of twenty-seven dollars and thirty-four cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder, to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 21st day of November, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 are true as therein set forth, to the best of his knowledge and belief and that the sale therein reported was fairly made.

R. Mark White, J. P.

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

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, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land in East Princess Anne Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for

said years, together with interest and costs.

No. 19. All that lot in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Lafayette Ross and Mark Malcolm, containing 9½ acres, more or less, assessed to Laura Crippen for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Laura Crippen, for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4956 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in East Princess Anne Election District, said Somerset County, adjoining the lands of Lafayette Ross and Mark Malcolm, and assessed to Laura Crippen for 1931 and 1932, made to the County Commissioners of said Somerset County for the sum of twenty-seven 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 23rd day of November, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published in said Somerset County once in each of three successive weeks before the 30th of December, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 30th of January, 1937, 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 $27.34.

James M. Crockett
Judge.

And now at this day to wit, on the third day of February, in the year nineteen hundred and thirty-seven, comes again into Court here the said collector by his solicitor aforesaid, and on motion of the said collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this third day of February, 1937, 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 Jawes, Clerk.

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland vs Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation a body corporate under the laws of the United States and Baltimore Commercial Bank, a body corporate, under the laws of the State of Maryland.	Be it remembered that heretofore, to wit, on the third day of September, in the year nineteen hundred and thirty-six, a certain The Somerset Mortgage and Certificates Corporation, by George H. Myers, its solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the

Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation, a body corporate under the laws of the United States and Baltimore Commercial Bank, a body corporate, under the laws of the State of Maryland, which said bill of complaint is in the words following to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland vs Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation a body corporate under the laws of the United States and Baltimore Commercial Bank, a body corporate, under the laws of the State of Maryland.	No. 4912 Chancery Circuit Court for Somerset County, Maryland.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orator complaining says:

FIRST: That heretofore, to-wit, on the twenty fourth day of Ocotber, nineteen hundred and twenty five, the defendants Stanford A. Pusey and Delsie Fooks Pusey, being indebted unto a certain Ida Pusey to the extent of two thousand dollars and intending to secure the payment thereof by their deed of that date conveyed by way of mortgage unto the said Ida Pusey, certain real estate situate in East Princess Anne Election District in said Somerset County and particularly described in said deed or mortgage to which said deed there is a condition annexed, that it be void upon the payment by the said Stanford A. Pusey and Delsie Fooks Pusey to the said Ida Pusey, her personal representatives and assigns, of the aforesaid sum of money six years after said twenty fourth day of October, nineteen hundred and twenty-five, with interest payable annually from said date; that the said Ida Pusey on the first day of May, nineteen hundred and thirty-three, for a valuable consideration assigned to said mortgage to the Bank of Somerset, a body corporate, under the laws of the State of Maryland, and the said Bank of Somerset on the third day of August, nineteen hundred and thirty-four, assigned said mortgage to The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland, all of which will more fully appear by reference to the original said mortgage with the assignments thereof herewith filed as part hereof, marked Plaintiff's Exhibit "A".

SECOND: That there remains a balance unpaid on said mortgage and due to the plaintiff of one thousand five huhdred forty two dollars and forty cents with interest from the twenty fourth day of April, nineteen hundred and thirty-four, less credit on account of interest of eleven dollars and twenty seven cents.

THIRD: That the Baltimore Commercial Bank recovered a judgment against the defendants, Delsie Fooks Pusey and Stanford A. Pusey in the Circuit Court for said Somerset County, on the sixth day of June, nineteen hundred and thirty-two, for the sum of six hundred fifty seven dollars and sixty six cents, sixty five dollars and seventy seven cents collection charges and seven dollars costs, said judgment being entered as No. 110 Appearances of the April Term of

said Court, nineteen hundred and thirty-two.

FOURTH: That the defendants, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, as successor in said Receivership of John J. Ghingher, holds a judgment against the defendants, Stanford A. Pusey and Delsie Fooks Pusey entered in the Circuit Court for said Somerset County in favor of said Ghingher, Receiver aforesaid, on May twentieth, nineteen hundred and thirty-three, for the sum of one hundred fifty one dollars and twenty seven cents, fourteen dollars collection charges and seven dollars costs, which said judgment is entered as No. 158 Appearances, April Term nineteen hundred and thirty-three, on the docket of said Court.

FIFTH: That Bank of Somerset recovered a judgment against the defendants, Stanford A. Pusey and Delsie Fooks Pusey in said Circuit Court for Somerset County, on August fifth, nineteen hundred and thirty-three, for the sum of seventeen hundred forty eight dollars, one hundred seventy four dollars and eighty cents collection charges and seven dollars costs, which said judgment was assigned by said Bank of Somerset, to the defendant, the Reconstruction Finance Corporation, on the fifteenth day of April, nineteen hundred and thirty-six, said judgment and said assignment being entered as No. 82 Appearances, July Term 1933, on the docket of said Court.

SIXTH: That the defendant, Alonzo R. Conley recovered a judgment against the defendants, Stanford A. Pusey and Delsie Fooks Pusey in said Circuit Court for Somerset County on the thirteenth day of December, nineteen hundred and thirty-three, for the sum of elevenhundred twenty three dollars and forty cents and seven dollars costs.

To the end therefore,

1. That the said Stanford A. Pusey and Delsie Fooks Pusey may be decreed to pay to your orator whatever may be due it as aforesaid on said mortgage debt together with its costs of suit by a short day to be appointed for that purpose or in default thereof; that the said Stanford A. Pusey and Delsie Fooks Pusey and all persons claiming under them may be absolutely debarred and foreclosed of and from all right and equity of redemption in and to said mortgaged premises and every part thereof.

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 Stanford A. Pusey and Delsie Fooks Pusey adults, residing in Somerset County, Maryland, and to Alonzo R. Conley an adult residing in Wicomico County, Maryland, and to Warren F. Sterling, 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 Baltimore City, 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; also an order of publication giving notice to the defendant, the Reconstruction Finance Corporation, a body corporate under the laws of the United States, having its principal office in the City of Richmond, State of Virginia,, and being a non-resident of this State, of the object and substance of this bill and warning it to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any it has, why a decree ought not to pass as prayed.

And as in duty bound,

Geo. H. Myers
Solicitor for Complainant.

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

THIS MORTGAGE, Made this 24th day of October, in the year nineteen hundred and twenty-five, by Stanford A. Pusey and Delsie Fooks Pusey of Somerset County, State of Maryland, WITNESSETH:

WHEREAS, the said Stanford A. Pusey and Delsie Fooks Pusey are justly and bona fide in-

debted unto Ida Pusey of said Somerset County, in the full sum of two thousand dollars ($2,000.00), and have given therefor their bill obligatory of even date herewith, payable to the said Ida Pusey, her personal representatives and assigns, six years after date with interest payable annually from date and with the right and privilege to the said martgagors to pay said principal sum and interest at any time before the same shall become due and payable, 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 Stanford A. Pusey and Delsie Fooks Pusey do grant and convey unto the said Ida Pusey, her heirs and assigns, all that farm, tract or parcel of land situated in East Princess Anne Election District, in said Somerset County, on the Northwest side of the County Road leading from Princess Anne to Snow Hill, containing ninety-eight acres, more or less, adjoining the land known as the "Frank A. Hayman Land", also the land owned and formerly owned by John Campbell, William Prior and others, and being the same and all the land that was conveyed to the said Stanford A. Pusey and Delsie Fooks Pusey by deed dated November 19, 1918, and recorded among the land records of said Somerset County in Liber W. J. S. No. 77, folio 150, et seq.

To which said deed and all the references in it contained, special reference is hereby made as part hereof, for a more full and particular description of the land and premises hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee 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, inthe 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 Stanford A. Pusey and Delsie Fooks 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 deemed due and demandable; and it shall be lawful for the said Mortgagee her personal representatives or assigns, 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 thepayment of all claims of the said Mortgagee, her personal representatives and assigns under this mortgage, whether the sale shall havematured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors 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 jurisidction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least dollars, and to cause the policy to be effected thereonto be so framed or endorsed, as in case of fire,to inure to the benefit of the said mortgagee, her personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said 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: Delsie Fooks Pusey (SEAL)

Edgar A. Jones. Stanford A. Pusey (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 24th day of October, in the year nineteen hundred and twenty-five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Stanford A. Pusey and Delsie Fooks Pusey, 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 Ida Pusey, 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 28th October, 1925, and recorded in Liber W. J. S. No. 89, folio 296&c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

As collateral security for the payment of my note for one thousand dollars, dated evenly herewith, payable to the Bank of Somerset, a body corporate, four months after date, and as collateral security for the payment of any renewal of said note in whole or in part, I hereby assign the within and foregoing mortgage to the said Bank of Somerset, its successors and assigns.

Witness my hand and seal this 19th day of April, nineteen hundred and twenty-nine.

Witness: H. L. Lankford Ida L. Pusey (SEAL)

Filed for Record 19th April, 1929, and recorded in Liber W. J. S. No. 89, folio 296,

Test: Geo. W. Lawson, Clerk.

For value received, the Bank of Somerset, a body corporate, hereby assigns all its interest in the foregoing and annexed mortgage to Ida L. Pusey, the original mortgagee therein.

Witness the corporate seal of said Bank of Somerset and the signature of William B. Spiva, President of said Bank of Somerset, this 29th day of April, 1933.

Witness: Corporate Bank of Somerset

Samuel H. Sudler Seal Princess Anne, Md.

Cashier of Bank of Somerset By Wm. B. Spiva, President.

For value received, I hereby assign the foregoing and annexed mortgage to the Bank of Somerset, a body corporate, its successors and assigns, the amount now due thereon being fifteen hundred dollars of principal.

Witness my hand and seal this 1st day of May, 1933.

Witness: Ida L. Pusey (SEAL)

Wm. B. Spiva

Filed for Record May 18th, 1933, and recorded in Liber W. J. S. No. 89, folios 296 & 297.

Test: J. Millard Tawes, 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: CORPORATE Princess Anne, Md.

S. H. Sudler SEAL By. Wm. B. Spiva.

Cashier. President.

Filed for Record September 13th, 1934, and recorded in Liber J. M. T. No. 106, folio 205,

Test: J. Millard Tawes, Clerk.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND, To Delsie Fooks Pusey and Stanford A. Pusey, 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 The Somerset Mortgage and Certificates Corporation a body corporate under the laws of the State of Maryland, 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 July, Anno Domini 1936 ISSUED the 3rd day of September Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty-six, and the day of the return of the above recited writ, came again into Court here the said complain-

ant 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 left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL To Alonzo R. Conley 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 September inst to answer the complaint of The Somerset Mortgage and Certificates Corporation a body corporate under the laws of the State of Maryland 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 July Anno Domini 1936 ISSUED the 3rd day of September Anno Domini 1936

Per order

J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and thirty-six, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Wicomico County, Chas. 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:

Deceased.

Chas. H. Truitt, Sheriff.

And thereafter, to wit, on the fifth day of September, in the year nineteen hundred and thirty-six, the following answer of the Baltimore Commercial Bank was filed, in the words following, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland	0 0 0 0	No. 4912 Chancery
vs.	0 0	Circuit Court for
Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation, a body corporate under the laws of the United States and Baltimore Commerdial Bank, a body corporate, under the laws of the State of Maryland.	0 0 0 0 0 0 0 0	Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The answer of Baltimore Commercial Bank, to the bill of complaint against it and others in the above cause exhibited, respectfully shows:

That this respondent admits the matters and facts set forth in the third paragraph of said bill of complaint but as to the other allegations of said bill, this respondent neither admits nor denies the same but demands full proof thereof.

Edgar A. Jones

Solicitor for Baltimore Commercial Bank.

January Term, 1937.

And thereafter, to wit, on the fifth day of September, in the year nineteen hundred and thirty-six, the following answer of the Reconstruction Finance Corporation was filed, in the words following, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland	)	
vs	)	No. 4912 Chancery
Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation, a body corporate under the laws of the United States and Baltimore Commercial Bank, a body corporate under the laws of the State of Maryland.	)	Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The answer of Reconstruction Finance Corporation, to the bill of complaint against it and others in the above cause exhibited, respectfully shows:

That this defendant admits as alleged in the fifth paragraph of said bill of complaint that it owns a judgment against the said Stanford A. Pusey and Delsie Fooks Pusey entered in the Circuit Court for Somerset County on August fifth, nineteen hundred and thirty-three, for the sum of seventeen hundred forty eight dollars plus one hundred seventy four dollars and eighty cents collection charges and seven dollars costs, which said judgment was originally entered in favor of the Bank of Somerset and assigned by said Bank to The Somerset Mortgage and Certificates Corporation and by the said The Somerset Mortgage and Certificates Corporation assigned to this defendant for a valuable consideration.

As to the other allegations of said bill of complaint this defendant has no knowledge and neither admits nor denies the same but demands full proof thereof.

Edgar A. Jones

Solicitor for Reconstruction Finance Corporation.

And thereafter to wit, on the fifth day of September, in the year nineteen hundred and thirty-six, the following answer of Warren F. Sterling, Reciever for the Peoples Bank of Somerset County, was filed, in the words following, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland	)	
vs	)	No. 4912 Chancery
Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation, a body corporate under the laws of the United States and Baltimore Commercial Bank, a body corporate, under the laws of the State of Maryland.	)	Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The answer of Warren F. Sterling, 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 facts set forth in the fourth paragraph of said bill of complaint but as to the other allegations of said bill, this respondent neither admits nor denies the same but demands full proof thereof.

Edgar A. Jones

Solicitor for Warren F. Sterling, Receiver.

And thereafter, to wit, onthe twenty-fourth day of September, in the year nineteen hundred and thirty-six, 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 under the laws of the State of Maryland	0 0	
vs	0	No. 4912 Chancery
Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation, a body corporate under the laws of the United States and Baltimore Commercial Bank, a body corporate under the laws of the State of Maryland	0 0 0 0 0	Circuit Court for Somerset County, Maryland.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of The Somerset Mortgage and Certificates Corporation, plaintiff in the above cause respectfully shows:

That since filing the original bill of complaint it has discovered that the defendant, Alonzo R. Conley, is dead and that his Executrix Ella M. Conley is a proper party defendant to the above suit in place of the said Alonzo R. Conley.

Your petitioner, therefore, prays your Honor ot permit it to file the attached amended or supplemental bill of complaint making said Executrix a party to the above suit in place of the said Alonzo R. Conley.

And as in duty bound,

Geo. H. Myers
Solicitor for Complainant.

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

ORDERED, this 24th day of September, nineteen hundred and thirty-six, by the Circuit Court for Somerset County, Maryland, in Equity, upon the aforegoing petition that leave be and the same is hereby granted to the plaintiff in the above cause to file the annexed and attached amended or supplemental bill of complaint.

James M. Crockett
Judge.

And thereafter to wit, on the twenty-fourth day of September, inthe year nineteen hundred and thirty-six, the said complainant by his solicitor aforesaid filed in Court here an amended bill of complaint, in the words following, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland	0 0 0	
vs	0 0	No. 4912 Chancery Circuit Court
Delsie Fooks Pusey, Stanford A. Pusey, Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, Alonzo R. Conley, Reconstruction Finance Corporation, a body corporate, under the laws of the United States and Baltimore Commercial Bank, a body corporate under the laws of the State of Maryland	0 0 0 0 0 0 0	for Somerset County, Maryland.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orator complaining says:

FIRST: That heretofore, to-wit, on the third day of September, nineteen hundred and thirty-six, it filed its bill of complaint in this Court against a certain Alonzo R. Conley and others, praying among other things for a sale of certain premises mortgaged by a certain Stanford A. Pusey and wife to the Bank of Somerset, the said Alonzo R. Conley being a judgment creditor of the said Stanford A. Pusey and wife, and holding a lien against said mortgaged premises subordinate and subsequent to the lien of said mortgage.

SECOND: That your orator has since discovered from the return of the Sheriff of Wicomico County upon subpoena issued for the said Alonzo R. Conley that said Conley had departed this life before the filing of our orator's said bill and that letters testamentary have been issued by the Orphans' Court for Wicomico County, Maryland, to Ella M. Conley, Executrix of the will of

the said Alonzo R. Conley and that the said Executrix now holds legal title to the judgment described in the sixth paragraph of the bill of complaint in the above cause and that the said Ella M. Conley, Executrix aforesaid is therefore a proper and necessary party to this suit.

To the end therefore,

1. That the said Ella M. Conley, Executrix aforesaid, may answer as well the matters charged in the original bill of complaint as in this amendment.

2. That your orator may have such relief against her as is prayed by its original bill of complaint.

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Ella M. Conley, Executrix of the Estate of Alonzo R. Conley residing in Wicomico County, 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 Complainant.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND

SEAL

To Ella H. Conley, Executrix of the Estate of Alonzo R. Conley of Wicomico County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in October next to answer the complaint of The Somerset Mortgage and Certificates Corporation 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 September Anno Domini 1936 ISSUED the 24th day of September Anno Domini 1936.

Per order,
J. Millard Tawes, Clerk.

At which said first Monday in October, in the year nineteen hundred and thirty-six, and the day of the return of the above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriffof 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 and copy left with Ella H. Conley.

H.J.L. Chas. H. Truitt, Sheriff.

And thereafter to wit, on the 24th day of October, in the year nineteen hundred and thirty-six, the Court here passed the following decree, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland	0	No. 4912 Chancery
	0	Circuit Court for
vs	0	Somerset County,
Delsie Fooks Pusey, et al	0	Maryland.

The defendants, Delsie Fooks Pusey, Stanford A. Pusey and Ella M. Conley, Executrix of the Estate of Alonzo R. Conley, having each been duly summoned to appear to the bill of complaint and having failed to appear thereto and answer said bill.

It is thereupon this 24th day of October, nineteen hundred and thirty-six, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants.

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

James M. Crockett, Judge.

And afterwards, to wit, on the thirtieth day of October, in the year nineteen hundred and thirty-six, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

The Somerset Mortgage & Certificates	O No. 4912 Chancery
Corporation, a corporation	O In the Circuit Court for
vs	O Somerset County,
Delsie Fooks Pusey, et. als.	O In Equity.

- - - - -

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, a standing examiner of said Court, duly qualified, do hereby certify that at my law office in Princess Anne, Maryland, on Friday, October thirtieth, nineteen hundred and thirty six, 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 62 years; residence Princess Anne, Maryland; occupation Vice President & Treasurer of The Somerset Mortgage & Certificates Corporation.

Int. 2 As Treasurer of the mortgage company do you have charge of the books and custody of the obligations due said company.

Ans. Yes.

Int. 3 Please state whether or not Delsie Fooks Pusey and Stanford A. Pusey are indebted to The Somerset Mortgage & Certificates Corporation and if so, state the origin of such indebtedness, the evidence of the debt and the balance due at this time.

Ans. This mortgage was transfered from Ida Pusey to the Bank of Somerset and then by the Bank of Somerset assigned to this corporation. I was President of the Bank of Somerset at the time and know that both assignments were for value. The debt is evidenced by mortgage and mortgage note and the balance due at the present time is $1542.40 with interest from April 24, 1934, less a credit on the interest of $11.27.

Int.4 Look at this paper please and state whether or not that is the mortgage note?

Ans. Yes, that is the mortgage note.

Int. 5 Can you identify the signatures of Delsie Fooks Pusey and husband.

Ans. Yes. They are the genuine signatures of Delsie Fooks Pusey and Stanford A. Pusey.

Int. 6 Please look at themortgage here shown you and state if that is the mortgage referred to?

Ans. Yes, it is.

Int. 7 Can you identify the signatures to the mortgage.

Ans. Yes they are the genuine signatures of the same parties, Delsie Fooks Pusey and Stanford A. Pusey.

Int. 8 Can you identify the signature of Mrs. Ida L. Pusey to the assigment on the mortgage and mortgage note.

Ans. Yes, it is the signature of Ida L. Pusey. I witnessed her signature.

(Plaintiff here offers in evidence the mortgage and mortgage note identified by witness with the assigments thereto attached, marked respectively Exhibit A. and Exhibit B.)

Court question and answer:

"Nothing further except that we also have a judgment against Stanford A. Pusey and wife for $1748.00 with costs and collection charges, dated Aug. 5, 1933 and with interest from that date, which is also a lien on the land described in said mortgage"

(Plaintiff also here offers in evidence certified copy of letters of administration issued to Ella M. Conley, adm. of Alonzo R. Conley, dec'd defendant in the original bill of complaint in this cause, marlked Exhibit "C")

Test: Wm. B. Spiva.

Harry C. Dashiell,

Exm.

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

Given under my hand and seal this 30th day of October, nineteen hundred and thirty six.

Harry C. Dashiell (SEAL)

Examiner in Chancery

Bill of Costs:

Harry C. Dashiell Examiner $ 4.00

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

$2000.00 Amt.
500.00 Paid 4/29/33
$1500.00 Balance
52.40 Ins. 10/4/33
$1552.40

Six years after date with interest payable annually from date, we promise to pay to Ida Pusey, her personal representatives and assigns, the sum of two thousand dollars, reserving the right and privilege to pay said principal sum and interest at any time before the same shall become due as aforesaid, this obligation being secured by a mortgage of even date herewith.

Witness our hands and seals this 24 day of October, nineteen hundred and twenty-five.

Witness: Delsie Fooks Pusey (SEAL)

Geo. H. Myers. Stanford A. Pusey (SEAL)

On the back of the foregoing mortgage note, are the following memoranda.

Ida L. Pusey

Int. pd to 10/24/32

10/18/ Int. pd to April 24-33 45.00

1933-April 29 By cr. pd on principal $500.00,reducing same to $1500.00.

As collateral security for the payment of my note for one thousand dollars dated evenly herewith, payable to the Bank of Somerset, a body corporate four months after date, and as collateral security for the payment of any renewal thereof in whole or in part, I hereby assign the within note to the said Bank of Somerset, its successors and assigns.

Witness my hand and seal this 19th day of April, 1929.

Witness: H. F. Lankford. Ida L. Pusey (SEAL)

For value received, I hereby assign the within note to the Bank of Somerset, the amount due thereon being fifteen hundred dollars of principal.

Witness my hand and seal this 1st day of May, 1933.

Witness: Wm. B. Spiva. Ida L. Pusey (SEAL)

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.

Attest: BANK OF SOMERSET

S. H. Sudler Princess Anne, Md.

Cashier By Wm. B. Spiva

President

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

MARYLAND, Sct.

The State of Maryland

To all persons to whom these presents shall come, Greeting:

SEAL OF REGISTER OF WILLS

Know ye that administration of all the goods, chattels and cfedits of Alonzo R. Conley, late of Wicomico County, deceased, is hereby granted and committed unto Ella M. Conley, the administrator, Witness Warner L. Baker, Esq., Chief Judge of the Orphans' Court for Wicomico County, this 24th day of September, A. D. 1935.

J. Asbury Holloway

Register of Wills for Wicomico County.

Maryland, Wicomico County, Sct.

SEAL OF REGISTER OF WILLS

I hereby certify, that the within and foregoing Copy of Letters is truly copied from the original now on file and of record in the office of the Register of Wills for Wicomico County aforesaid. In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Orphans' Court for Wicomico County, this seventh day of October, A. D. 1936.

Test: J. Asbury Holloway

Register of Wills for Wicomico County.

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

The Somerset Mortgage and	0	No. 4912 Chancery
Certificates Corporation	0	Circuit Court for
vs.	0	Somerset County,
Delsie Fooks Pusey, et al	0	Maryland.

- - - - -

This cause standing ready for hearing and being submitted and the proceedings therein having been read and considered,

It is thereupon this 2nd day of December, nineteen hundred and thirty-six, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that there is due from the defendants, Delsie Fooks Pusey and Stanford A. Pusey, to the plaintiff The Somerset Mortgage and Certificates Corporation, the sum of seventeen hundred seventy-two and 25/100 dollars, with interest from this date.

And it is further adjudged, ordered and decreed that the said Delsie Fooks Pusey and Stanford A. Pusey, or either of them pay or bring into Court to be paid unto 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 file with the Clerk of this Court, a bond to the State of

Maryland, executed by himself, and a surety or sureties, to be approved by this Court or the Clerk thereof, in the penalty of three thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper published in Somerset County, as he shall think proper, of the time, place,manner and terms of sale, which terms shall be cash as prescribed by said mortgage, and as soon as may be 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, 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 Three 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 twenty-first day of December, nineteen hundred and thirty-six.

WHEREAS, the above bounden, George H. Myers, by virtue of a decree of the Circuit Court for Somerset County in Equity, had been appointed Trustee to sell the property mentioned in the proceedings in the suit of The Somerset Mortgage and Certificates Corporation, vs. Delsie Fooks Pusey, et al, now pending in said Court the same being No. 4912 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.

J. A. Powell	Geo. H. Myers	(SEAL)
Witness	Wm. B. Spiva	(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 nineteenth day of January, in the year nineteen hundred and thirty-six, 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	)	No. 4912 Chancery
	)	In the Circuit Court
vs.	)	For Somerset County,
Delsie Fooks Pusey, et al	)	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 mentinned, respectfully shows: that after giving Bond with security for the faithful discharge of the truste as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper printed in said Somerset County once a week for three successive weeks before the day of sale, he did pursuance to said notice attend at the Court House door in Princess Anne in said Somerset County on the nineteenth day of January, in the year nineteen hundred and thirty seven 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 parcel of land situate in East Princess Anne Election District in said Somerset County, on the northwest side of the County Road leading from Princess Anne to Snow Hill, containing 98 acres, more or less, adjoining the land known as the "Frank A. Hayman farm" also the land owned or formerly owned by John Campbell, Wm. L. Pryor and others and being the same land conveyed to Stanford A. Pusey, and Delsie Fooks Pusey by deed dated November 19, 1918, and recorded among the land records of said Somerset County in Liber No. 77 folio 150 et seq.

And sold the same to The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of Maryland, it being then and there the highest bidder therefor, at the sum of eighteen hundred dollars and said purchaser has complied with the term of sale.

Respectfully submitted,

Geo. H. Myers, Trustee.

STATE OF MARYLAND, SOMERSET COUNTY, Sct;

On this 19th day of January, nineteen hundred and thirty seven, personally appeared before me, Clerk of the Circuit Court of the State of Maryland, in and for Somerset County aforesaid, George H. Myers, Trustee named in the above report of sale, and made oath in due form of law that the 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:

The Somerset Mortgage and	)	No. 4912 Chancery
Certificates Corporation	)	In the Circuit Court for
vs.	)	Somerset County,
Delsie Fooks Pusey, et al	)	Maryland.
	)	

ORDERED, that the Sale of property mentioned inthese 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 nineteenth day of February 1937, 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 eighteenth day of February, 1937.

The report states the amount of Sales to be $1800.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the twenty-third day of February, in the year nineteen hundred and thirty-seven, 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. Delsie Fooks Pusey, et al	)	In the Circuit Court In Equity No. 4912 For Somerset County, Maryland.

ORDERED BY THE COURT, This twenty-third day of February, 1937, 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 Jones, Clerk.

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Franklin Dashiell and Louise Dashiell, his wife vs. Louise F. Larson and Ivan P. Larson, her husband, Louis Dashiell, Catharine Custis and Harvey Custis, her husband, Woodrow Dashiell and Emily Dashiell, his wife, Minnie Dashiell and McIntyre Dashiell, Elwood Fleming and Minnie Fleming, his wife	)	Be it remembered that heretofore, to wit, on the thirteenth day of November, in the year nineteen hundred and thirty-six, a certain Franklin Dashiell and Louise Dashiell, his wife, by Harry C. Dashiell his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Louise F. Larson,

and Ivan P. Larson, her husband, Louis Dashiell, Catharine Custis and Harvey Custis, her husband, Woodrow Dashiell and Emily Dashiell his wife, Minnie Dashiell and McIntyre Dashiell, Elwood Fleming and Minnie Fleming, his wife, which said bill of complaint is in the words following, to wit:

Franklin Dashiell and Louise Dashiell, his wife vs. Louise F. Larson and Ivan P. Larson, her husband, Louis Dashiell, Catharine Custis and Harvey Custis, her husband, Woodrow Dashiell and Emily Dashiell, his wife, Minnie Dashiell and McIntyre Dashiell, Elwood Fleming and Minnie Fleming, his wife	)	No. 4946 Chancery In the Circuit Court for Somerset County In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining say:

FIRST: That a certain Stephen Frank Dashiell, late of Somerset County, deceased, departed this life on the nineteenth day of April, nineteen hundred and thirty, intestate, leaving surviving him a widow, Ruby B. Dashiell, who has since died to wit, on the fourteenth day of February, nineteen hundred and thirty six, and the following children as his sole heirs at law: (1) the plaintiff, Franklin Dashiell, a son, who intermarried with the plaintiff Louise Dashiell, both of whom are adults and reside in Baltimore City, State of Maryland; (20, the defendant, Louise F. Larson, a daughter, who intermarried with the defendant, Ivan P. Larson, both of whom are adults and reside in the City of Wilmington, State of Delaware; (3) the de-

fendant, Louis Dashiell, a son, who is unmarried but who is an adult and resides in said Somerset County, State of Maryland; (4) the defendant, Catharine Custis, a daughter, who intermarried with the defendant, Harvey Custis, both of whom are adults and reside in Worcester County, State Of Maryland; (5) the defendant, Minnie Dashiell, a daughter and (7) McIntyre Dashiell, a son, both of whom are infants under the age of twenty one years and reside in the City of Wilmington, and State of Deleware and (7) Woodrow Dashiell, the defendant, a son, who intermarried with the defendant, Emily Dashiell, both of whom are infants under the age of twenty one years and reside in said Somerset County and State of Maryland.

SECOND: That the said Stephen Frank Dashiell was at the time of his death seized and possessed of several parcels of land, lying on both side of the main County Road leading through Mt. Vernon Election District and on the road in said district leading to Monie drawbridge, in said Somerset County and State of Maryland, which said lands descended to the heirs at law of the said Stephen Frank Dashiell and are now held by said heirs at law as tenants in common.

THIRD: That the said real estate of which the said Stephen Frank Dashiell 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.

FIFTH: That the defendants, Elwood Fleming and Minnie Fleming, his wife, hold a judgment against the said Ruby B. Dashiell, Louise F. Larson and Ivan P. Larson, her husband, Louis Dashiell and Margaret Dashiell, his wife, Franklin Dashiell and Catharine Custis and Harvey Custis, her husband, entered in the Circuit Court for Somerset County for the sum of seven hundred and seventy five dollars, dated March twenty first, nineteen hundred and thirty three, and seventy seven dollars collection charges and eight dollars and fifty five cents costs, the same being No. 196 Appearances, January Term, 1933, which said judgment constitutes a lien upon the interests of the said Ruby B. Dashiell, Louise F. Larson, Franklin Dashiell, Louis Dashiell and Catharine Custis in and to the hereinbefore described real estate.

TO THE END, THEREFORE:

(A) That a decree may be passed for the sale of said real estate.

(B) That the proceeds of said sale may be distributed among your orators and the said defendants according to their respective rights and interests therein.

(C) 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 Louise F. Larson and Ivan P. Larson, her husband, Louis Dashiell, all adults, Catharine Custis and Harvey Custis, her husband, adults, Woodrow Dashiell and Emily Dashiell, his wife, Minnie Dashiell and McIntyre Dashiell, infants, all now in Somerset County and State of Maryland, and Elwood Fleming and Minnie Fleming, his wife, adults, of Wicomico County and State of Maryland, 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; and also the order of publication giving notice to the said Louise D. Larson and Ivan P. Larson, her husband, adults and Minnie Dashiell and McIntyre Dashiell, infants, all defendants, who are all residents of the State of Deleware as aforesaid and who are non residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Harry C. Dashiell
Solicitor for Complainants.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND

SEAL To Minnie Dashiell and McIntyre Dashiell of Somerset County, Greeting:

You are hereby commanded, that all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in December next to answer the complaint of Franklin Dashiell and wife 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 November Anno Domini 1936 ISSUED the 13th day of November Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in December, in the year nineteen hundred and thirty-six, 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, 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:

The said defendants, Minnie Dashiell and McIntyre Dashiell summoned, and a copy left with said infant defendants, and a copy left with Louise F. Larson, the adult sister and guardian of said infant.

W. H. Dryden, Sheriff

W. T. H.

And thereafter, to wit, on the thirteenth day of November, in the year nineteen hundred and thirty-six, the following interlocutory petition of Dale Dashiell was filed, which said petition was in the words following, to wit:

Franklin Dashiell and wife	)	No. 4946 Chancery
vs	)	In the Circuit Court for
Louise F. Larson et als.	)	Somerset County, in Equity.

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To the Honorable, the Judges of said Court:

The interlocutory petition of Dale Dashiell, who petitions as well for hilself as for all other creditors of Ruby B. Dashiell, late of Somerset County, deceased, who will come in and contribute to the expenses of this proceedings, respectfully shows:

First: That the plaintiff, Franklin Dashiell and Louise Dashiell, his wife, have filed their bill of complaint in the above cause praying for a sale for the purposes of paryition of lands in their bill of complaint described, located in Mt. Vernon District, in Somerset County, State of Maryland, title to which was held by Stephen Frank Dashiell, late of said Somerset County, deceased.

Second: That the estate of Ruby B. Dashiell is indebted to your petitioner for the sum of one hundred and sixty five dollars for services rendered by your petitioner as undertaker in preparing the body of the aid Ruby B. Dashiell for burial and conducting the burial thereof, including enbalming the body and furnishing casket and burial vault.

Third: That the said Ruby B. Dashiell left no personal estate of any value and no administration has been attempted upon any personal estate of said deceased but as alleged in said bill of complaint the said Ruby B. Dashiell died seized and possessed of an undivided one-third interest in the aforesaid land of her late husband, the said Stephen Frank Dashiell, and your petitioner is advised that he and other creditors of said deceased are entitled to have

their claims paid from the proceeds of the sale of the interest of the aid Ruby B. Dashiell in said real estate.

Fourth: That the said Ruby B. Dashiell died intestate on the fourteenth day of February, nineteen hundred and thirty six, leaving surviving her as her sole heirs at law the plaintiff, Franklin Dashiell, a son, who intermarried with Louise Dashiell, both of whom are adults and reside in Baltimore City, State of Maryland; (2) the defendant Louise F. Larson, a daughter, who intermarried with Ivan P. Larson, both of whom are adults and reside in the City of Wilmington and State of Delaware; (3) the defendant Louis Dashiell, a son who is unmarried and an adult and resides in said Somerset County and State of Maryland; (4) the defendant, Catharine Custis, a daughter, who intermarried with Harvey Custis, both of whom are adults and reside in Worcester County, State of Maryland; (5) the defendant Minnie Dashiell and (6) the defendant, McIntyre Dashiell, a son, both of whom are infants and eside in Wilmington, Deleware; and the defendant, Woodrow Dashiell, a son who intermarried with the defendant, Emily Dashiell, both of whom are infants and reside in said Somerset County, Maryland.

TO THE END THEREFORE:

That the proceeds of the sale of the undivided one-third interest of the said Ruby B. Dashiell may be applied to the payment of the credit of your petitioner as well as the claims of other unsatisfied creditors of the said Ruby B. Dashiell in the order of their respective priorities.

That your petitioner may have such other and further relief as his case may require.

May it please your Honors to grant unto your petitioner the writ of subpoena directed to the said Franklin Dashiell and Louise Dashiell, his wife, Louise F. Larson and Ivan P. Larson, her husband, Louis Dashiell, Catharine Custis and Harver Custis, her husband, all adults, Woodrow Dashiell and Emily Dashiell, his wife, Minnie Dashiell and McIntyre Dashiell, infants, all now in Somrerset County and State of Maryland, 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; and also the order of publication giving notice to the said Louise D. Larson and Ivan P. Larson, her husband, adults, and Minnei Dashiell and McIntyre Dashiell, infants, who are residents of the State of Delaware and non-residents of this State, of the object and substance of this petition and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree or order in the matter of this petition ought not to be passed as prayed.

Dale Dashiell

PETITIONER

And thereuppn, in pursuance of the prayer of the foregoing bill, and by order of Court here, the following subpoenaswere issued, to wit:

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL To Mihnie Dashiell and McIntyre Dashiell of Somerset County, Greeting;

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in December next to answer the complaint of Interlocutory petition of Dale Dashiell 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 2nd day of November Anno Domini 1936 ISSUED the 13th day of November Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL To Woodrow Dashiell, Emily Dashiell of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in December next to answer the complaint of Franklin Dashiell & wife 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 2nd day of November Anno Domini 1936 ISSUED the 16th day of November Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL to Woodrow Dashiell & Emily Dashiell of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in December next to answer the complaint of Interlocutory petition of Dale Dashiell 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 2nd day of November Anno Domini 1936 ISSUED the 16th day of November Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in December, in the year nineteen hundred and thirty-six, 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:

To the first of said writs: The said defendants, Minnie Dashiell and McIntyre Dashiell summoned, and a copy left with said said infant and a copy left with Louise F. Larson, the adult sister and guardian of said infants.

W. H. Dryden, Sheriff.

W. T. H.

To the second of said writs: The said defendants, Woodrow Dashiell and Emily Dashiell summoned, and a copy left with said infant defendants, and a copy left with S. Frank Dashiell, relative of said infants, there being no guardian or parent within jursidiction of the Court.

W. H. Dryden, Sheriff.

W. T. H.

To the third of said writs: The said infant defendants, Woodrow Dashiell and Emily Dashiell summoned and a copy left with said infant defendant and a copy left with S. Frank Dashiell, relative of said infants, there being no parent or guardian within jurisdiction of Court.

W. H. Dryden, Sheriff.

W. T. H.

And thereafter to wit, on the sixteenth day of November, in the year nineteen hundred and thirty-six, the following answer was filed, to wit:

Franklin Dashiell and Louise Dashiell, his wife	)	No. 4946 Chancery
vs.	)	In the Circuit Court for
Louise F. Larson, et. als.	)	Somerset County, in Equity.
	)	

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A copy of the bill of complaint is hereto attached, and the answer of the defendants, Louise F. Larson and Iva P. Larson, her husband, Louis Dashiell, Catharine Custis and Harvey Custis, her husband, to the bill of complaint of Franklin Dashiell and another against them and others in this cause exhibited, respectfully represents:

That these defendants admit the matters and facts in said bill of complaint alleged and do each of them consent to the passage of such decree as may be right and proper in the premises.

Louise F. Larson

Ivan P. Larson

Lewis Dashiell

Kathryn Custis

Harvey Custis

And thereafter, to wit, on the sixteen th day of November, in the year nineteen hundred and thirty-six, the following answer was filed, to wit:

Franklin Dashiell and Louise Dashiell, his wife	O	No. 4946 Chancery
vs.	O	In the Circuit Court
	O	for Somerset County,
Louise D. Larson et. als. Elwood Fleming and Minnie Fleming, his wife	O	in Equity.
	O	

The answer of the defendants, Elwood Fleming and Minnie Fleming, his wife, to the bill of complaint exhibited in this cause against said defendants and others, respectfully represents:

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

These defendants admit that they are the holders of a judgment referred to in this cause against Ruby B. Dashiell and others, dated March twenty first, nineteen hundred and thirty three, same being No. 196 Appearances, January Term, 1933, and that the amount now due on said judgment is seven hundred and seventy five dollars, with interest from Mch. 21, 1936, nineteen hundred and thirty six, and seventy seven dollars collection charges and eight dollars and fifty five cents costs.

Respectfully submitted,

Elwood Fleming

Minnie M. Fleming

DEFENDANTS

And thereafter, to wit, on the sixteenth day of November, in the year nineteen hundred and thirty-six, the following answer was filed, to wit:

Franklin Dashiell and Louise Dashiell, his wife	O	No. 4946 Chancery
vs.	O	In the Circuit Court
	O	for Somerset County, in Equity.
Louise F. Larson, et als.	O	

- - - - -

A copy of the interlocutory petition of Dale Dashiell, filed in the above entitled cause, is hereto attached, and these parties, plaintiff and defendants in said cause, Franklin Dashiell and Louise Dashiell, his wife, Louise F. Larson and Ivan P. Larson, her husband, Louis Dashiell,

Catharine Custis and Harvey Custis, her husband, for answer to said interlocutory pettion filed against them and others in said cause, respectfully represents:

These plaintiffs and defendants admits the matters and things in said interlocutory petition alleged and consent to the passage of such decree or order as may be right and proper in the premises.

Franklin Dashiell
Louise Dashiell
Louise F. Larson
Ivan P. Larson
Lewis Dashiell
Kathryn Custis
Harvey Custis

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

Franklin Dashiell and Louise Dashiell, his wife	) No. 4946 Chancery
vs.	) In the Circuit Court for
Louise F. Larson, et als.	) Somerset County, In Equity.
	)

To the Honorable, the Judges of said Court:

The petition of Franklin Dashiell and Louise Dashiell, his wife, the plaintiffs in the above entitled cause, respectfully represents:

That Woodrow Dashiell and Emily Dashiell, his wife, and Minnie Dashiell and McIntyre Dashiell, all defendants in the above entitled cause, have each been duly summoned to appear to the bill of complaint filed in said cause, but said defendants being infants can not answer and defend this suit for themselves.

Your petitioners therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound, etc.

Harry C. Dashiell
Solicitor for Complainant.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of November, nineteen hundred and thirty six, before me, the subscriber, Judge of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, solicitor for the Complainants in the above entitled cause, and made oath in due form of law that the matters and things stated in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

James M. Crockett, Judge.

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

ORDERED, this 23rd day of November, nineteen hundred and thirty six, 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 Woodrow Dashiell and Emily Dashiell and Minnie Dashiell and McIntyre Dashiell, all infant defendants 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:

The joint and several answer of Woodrow Dashiell and Emily Dashiell, his wife, and Minnie Dashiell and McIntyre Dashiell, by James R. Stewart, guardian ad litem, duly appointed by order of this Honorable Court, to the bill of complaint of Franklin Dashiell and Louise Dashiell, his wife, and Minnie Dashiell and McIntyre Dashiell against said infants and others in this Court exhibited.

These defendants being infants can not admit any of the matters and things in said bill of complaint alleged and they submit their rights thereunder to the protection of this Court.

James R. Stewart
Guardian ad Litem

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

Franklin Dashiell and Louise Dashiell, his wife	O No. 4946 Chancery
vs.	O In the Circuit Court for
Louise F. Larson et als.	O Somerset County, in Equity.
	O

- - - -

To the Honorable, the Judges of said Court:

The petition of Franklin Dashiell and Louise Dashiell, his wife, the plaintiffs inthe above entitled cause, respectfully represents:

That Woodrow Dashiell and Emily Dashiell, his wife, and Minnie Dashiell and McIntyre Dashiell, all defendants in the above entitled cause, have each been duly summoned to appear to the interlocutory petition of Dale Dashiell filed in said cause, but said defendants being infants can not answer and defend this suit for themselves.

Your petitioners therefore pray your Honors to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound etc.

Harry C. Dashiell
Solicitor for Complainants.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of November, nineteen hundred and thirty six, before me, the subscriber, Judge of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, Solicitor for tge Complainants in the above entitled cause, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

James M. Crockett, Judge.

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

ORDERED, this 23rd day of November, nineteen hundred and thirty six, 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 Woodrow Dashiell and Emily Dashiell, his wife, and Minnie Dashiell and McIntyre Dashiell, all infant defendants in the above cause.

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 joint and several answers of Woodrow Dashiell and Emily Dashiell, his wife, and Minnie Dashiell and McIntyre Dashiell, by James R. Stewart, guardian ad litem, duly appointed by order of this Honorable Court, to the interlocutory petition of Dale Dashiell against them and others in this Court exhibited.

These defendants being infants can not admit any of the matters and things in said interlocutory petition alleged and they submit their rights to the protection of this Court.

James R. Stewart, Judge.

And thereafter to wit, on the twenty-third day of November, in the year nineteen hundred and thirty-six, the following order to take testimony and order appointing Special Examiner was filed, to wit:

Franklin Dashiell and Louise Dashiell, his wife	0	No. 4946 Chancery
	0	In the Circuit Court for
vs.	0	Somerset County, in Equity.
Louise F. Larson, et als.	0	

0 0 0 0 0 0 0

In the above entitled cause, it appearing that to the bill of complaint filed in said cause, the defendants, Louise F. Larson and Ivan P. Larson, her husband, Lewis Dashiell, Catharine Custis and Harvey Custis, her husband, and Elwood Fleming and Minnie Fleming, his wife, have all appeared and have filed their answers therein in which the said defendants admits the matters and facts in said bill of complaint alleged and consent to the passage of such decree as may be right and proper in the premises.

And it further appearing that to the interlocutory petition of Dale Dashiell filed in said cause, the said Franklin Dashiell and Louise Dashiell, his wife, Louise F. Larson and Ivan F. Larson, her husband, Lewis Dashiell, Catharine Custis and Harvey Custis, her husband, have all appeared and filed their answers therein in which said plaintiffs and defendants, all adults, admit the matters and facts in said interlocutory petition and consent to the passage of such decree or order as may be right in the premises.

And it further appearing that the infants defendants in said cause, Woodrow Dashiell, and Emily Dashiell, his wife, Minnie Dashiell and McIntyre Dashiell, have all been duly summoned in said cause and have appeared and answer in said cause by James R. Stewart, duly appointed guardian ad litem therein, in which said infant defendant submit their rights to the protection of this Honorable Court.

It is thereupon ordered, this 23rd day of November, 1936, by the Circuit Court for Somerset County, in Equity, that leave be and is hereby granted to the parties to said cause to take depositions therein in support of both the bill of complaint and said interlocutory petition, before one of the standing exmainers of this Court or before a special examiner duly appointed by this Court.

And since it appears that Harry C. Dashiell, the standing examiner of this Court, is the solicitor for the complainants in this cause, it is further ordered that Eunice Pilchard be and she is appointed Special examiner to take the depositions in this cause.

James M. Crockett, Judge.

And afterwards to wit, on the twenty-seventh day of November, in the year nineteen hundred and thirty-six, Eunice Pilchard, Special Examiner, duly appointed by the Court to take the depositions in this cause, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

Franklin Dashiell and Louise Dashiell, his wife	)	No. 4946 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County, in Equity.
Louise F. Larson, et. als.	)	

In the above entitled cause, an order having been passed for the taking oftestimony to support the allegations of the bill of complaint and the interlocutory petition filed in said

cause, I, Eunice Pilchard, Special Examiner, duly appointed by the Court to take the depositions in this cause, do hereby certify that at the office of Harry C. Dashiell, in Princess Anne, Maryland, on Friday, the twenty-seventh day of November, nineteen hundred and thirty six, I did take the following depositions, that is to say:

Lewis Dashiell, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Lewis Dashiell, age 27 years, residence, Mt. Vernon, Somerset County, Maryland, occupation farmer.

Int. 2 Did you know Stephen Frank Dashiell and Ruby B. Dashiell. If so, are they living or dead? If dead, when and where did each of them die? Did either of them leave any last will and testament and who are their respective heirs at law?

Ans. I did know Stephen Frank Dashiell and Ruby B. Dashiell. They were my father and mother. My father died at his home in Mt. Vernon on the nineteenth day of April, nineteen hundred and thirty, and my mother died at the same home on the fourteenth day of February, nineteen hundred and thirty six. Neither my father or my mother left any last will and testament.

At the time of my father death he left surviving him, my mother Ruby B. Dashiell, who has since died as I have just stated above, and the following children as his only heirs at law, viz:

The Plaintiff, Franklin Dashiell, who intermarried with the plaintiff, Louise Dashiell, both of whom are of full age and reside in Baltimore City, Maryland; the defendant, Louise F. Larson, who intermarried with the defendant, Ivan P. Larson, both of whom are of full age and reside in Wilmington in the State of Delaware; the defendant, Catharine Custis, who intermarried with the defendant, Harvey Custis, both of whom are of full age and reside in Pocomoke City, in Worcester County, Maryland; the defendant, Woodrow Dashiell, who intermarried with the defendant, Emily Dashiell, both of whom are infants under the age of twenty one years and reside in Somerset County, State of Maryland; the defendants, Minnie Dashiell and McIntyre Dashiell, both of whom are infants under age and live with my sister, Louise F. Larson, at Wilmington, Deleware; and myself, the defendant, Lewis Dashiell, an adult, who resides in said Somerset County, State of Maryland. The said plaintiff and defendants, Franklin Dashiell, Louise F. Larson, Catharine Custis, Woodrow Dashiell, Minnie and McIntyre Dashiell and myself are the children of Stephen Frank Dashiell.

The heirs at law of my mother are the same children as are named and described above as being the heirs at law of my father, and the children as so named are the only heirs at law that my mother left.

Int. 3 What real estate, is any, did Stephen Frank Dashiell own at the time of his death?

Ans. My father, at the time of his death, owned several tracts or parcels of land. In the first place, he owned the home place where we lived. This land is on the south side of the main county road leading through Mt. Vernon District and on the east side of the road leading to the Monie Drawbridge. It contains about 4 acres and is all arable land. This property is improved by a modern dwelling in good condition of repair and is worth in my opinion $1000.00.

In the second place, my father owned a tract of land on the south side of the said main county road. It is bounded on the east by the land of Earl McIntyre and on the west by the land of William O. Simpkins. This tract of land contains about five acres of arable land and about two acres of woodland. This land was conveyed to my father by my uncle Joseph G. Dashiell by deed dated Oct. 7, 1904, and recorded among the Land Records of said Somerset County in Liber O. T. B. No. 39 folio 425 etc., It is unimproved and is worth in my opinion $500.00.

In the third place, my father owned a tract of land on the north side of the County Road leading through Mt. Vernon. This property is bounded on the east by the Harris Landing Road, on the south by the said main road and the lands of the Board of Education and others, on the

west by the land of Arthur Bloodsworth and on the north by the Rulien property and containing about 11 1/2 acres, more or less. It is all of theland conveyed to my father by my uncle, John T. Dashiell, by deed dated January 29, 1914, recorded in Liber S. F. D. No. 65 folio 580 etc., except so much thereof as was conveyed by my father to the Board of Education of Somerset County by deed recorded in Liber W. J. S. No. 84 folio 457. This property is improved by a small store or shop and is worth in my opinion about $500.00.

In the fourth place, my father owned several tracts or parcels of wood land. This woodland is located on and near the east side of the County Road leading to Monie Drawbridge. This wood land consists of several small tractslying between said Monie Road and wood land of Earl McIntyre. These tracts contain about 27 acres and were conveyed to my father by four deeds as follows: one from Geo. A. Bounds and wife, dated Aug. 14, 1895, recorded in Liber H. F. L. No. 17 folio 243; another from Chas. M. Dashiell and wife dated Jany. 2, 1901, recorded in Liber O. T. B. No. 30 folio 211; a third deed from Joseph G. Dashiell dated Octo. 7, 1904, recorded in Liber O. T. B. No. 39 folio 425 etc, and a fourth deed from Frank Harrington dated Dec. 24, 1921, recorded in Liber W. J. S. No. 85 folio 228 etc. These tracts of woodland taken together are worth about $500.00.

Int. 4. What personal estate, if any, did either your mother or father leave at the time of their death?

Ans. My father left some personal estate, which was administered upon by my mother. The amount she realized was insufficient to pay his funeral expenses and other debts. After my father death my mother arranged a loan against the property in order to pay his funeral expenses and some other bills which had accumulated. This money was loaned to us by Elwood Fleming and Minnie Fleming, his wife. My mother and the children who were then of age gave Mr. and Mrs. Fleming a judgment representing the loan. That judgment was given by Ruby B. Dashiell, Franklin Dashiell, who was not married at that time, Louise F. Larson and husband, Catharine Custis and husband, and myself and wife. My wife has since died. The amount due on that judgment is $775.00, with some unpaid interest, $77.00 collection fee and $&.7.00 costs.

(Plaintiff herewith files to be used as evidence in this case short sopy of above described judgment, same being No. 196 Appearances, January Term, 1933, marked Exhibit "A")

My mother, Ruby B. Dashiell, left no personal estate at the time of her death and no administration was ever granted on her personal estate.

Int. 5 Dale Dashiell has filed a claim against your mother's estate for the sum of $165.00 for casket and funeral services. Do you know anything about this bill and what other claims or bills are there, if any, against this property.

Ans. Yes, the claim of Dale Dashiell is correct. He is the undertaker who buried my mother. He supplied the casket, vault, opened the grave and performed all the other service in connection with her funeral as undertaker. He has not been paid.

The only other claim that I know of against the estate is that in 1934 my mother carried on the farm for the benefit of the family. Mr. E. Mace Smith furnished the place with fertilizer that year. There is a balance due on the account of $110.10, which has not been paid.

(Plaintiff herewith files to be used as evidence bill of Dale Dashiell marked Exhibit) ("B" and account of E. Mace Smith marked Exhibit "C")

I should add to this answer that the only property that my mother owned at the time of her death was the undivided one-third interest that she inherited in my father's land as described in my previous answer.

Int. 6 Please state whether or not the real estate of the late Stephen Frank Dashiell which you have described above is susceptible of partition without material loss to the parties in interest or whether or not it will be necessary to sell said real estate and divide the proceeds among said parties?

Ans. This real estate can not be divided into separate parts for each of the children so as to give each of us an equal part. The high land is far more valuable then the wood land and there would be no way to divide the property in kind. Then too the debts will have to be paid and it will therefore be necessary to sell the place and divide the proceeds among the heirs.

Court question and answer:

"There is nothing further that I desire to say".

Test: Eunice Pilchard. Lewis W. Dashiell

Dale Dashiell, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Dale Dashiell; age 55 years; residence Princess Anne, Maryland. occupation undertaker.

Int. 2 Did you know Stephen Frank Dashiell and Ruby B. Dashiell? If yea, are they living or dead? When and where did they die? Did they or not leave any will and who are their heirs at law?

Ans. I knew them both. Stephen Frank Dashiell was my brother and Ruby B. Dashiell was his wife. Until I moved to Princess Anne about three years ago I lived adjoining their home at Mt. Vernon. As undertaker I buried both of them. My brother died in April 1930 and his wife in February, 1936. Neither of them left a will and their only heirs at law were their children, viz: Franklin Dashiell who married Louise Dashiell, Louise F. Larson who married Ivan P. Larson, Leiwis Dashiell Catharine Dashiell Custis who married Harvey Custis, Woodrow Dashiell who married Emily Dashiell and Minnie Dashiell and McIntyre. They are all adults except Woodrow Dashiell and his wife, Emily, Minnie and McIntyre Dashiell who are monors under 21 years of age. Franklin and his wife live in Baltimore City; Louise Larson and her husband and Minnie and McIntyre Dashiell live at Wilmington, Del. Catharine Custis and her husband live at Pocomoke City, Maryland, and all the others live in Somerset County.

Int. 3 What real estate, if any, did Stephen Frank Dashiell own at the time of his death?

Ans. Stephen Frank Dashiell owned several tracts of land.

The home place where he lived and which was my father's home, and it was conveyed to my brother Frank by my father's heirs. It contains about four acres of arable land and is located on the south side of the main County Road through Mt. Vernon and on the east side of the road known as the Monie Road. It is bounded on the east by my home place at Mt. Vernon. It is improved by a dwelling practically new and is worth at least $800.00.

Stephen Frank Dashiell also owned another tract of cleared land located on the south side of the main county roadthrough Mt. Vernon. It contains about five acres of cleared land and two acres of wood land, bounded on the east by the land of Earl McIntyre and on the west by land that I sold to W. O. Simpkins. It is unimproved and is worth about $500.00. This land was conveyed to Stepehn Frank Dashiell by his brother, Jos. G. Dashiell.

The third tract of cleared land that Frank owned is on the north side of the main Mt. Vernon Road and also extends eastward to the Harris Landing Road. It is also bounded on the north by the lands of Chas. M. Dashiell's heirs and the public school property at Mt. Vernon. It is not improved except for a small store or shop. It is all the tract of land conveyed to Stephen Frank Dashiell by John T. Dashiell except the lot conveyed by Frank to the Board of Education. It contains about 11 1/2 acres and is worth in my opinion about $750.00.

He also owned several tracts of wood land, located on the east side of the Monie Road and speaking generally between his home property and Monie Creek. These several tracts of wood land are bounded on the east by wood land of Earl McIntyre. One of these tracts of wood land was conveyed to my brother Frank by George A. Bounds and wife, another tract was conveyed

to him by Charles M. Dashiell and wife, two parcels were conveyed by Joseph G. Dashiell and the last parcel of this wood land that he purchased was conveyed to him by Frank Harrington and wife. He never sold any of these tracts of wood land and all together they will total about 27 acres. All these tracts of wood land are worth all together about $400.00.

Int. 4 Did you know Ruby B. Dashiell in her life time and what property, if any, did she own at the time of her death? and also state what service, if any, you have been called upon to render for her.

Ans. I did know Ruby B. Dashiell. The only property she owned was her undivided third interest in the real estate of her husband which I have described above. At the time of her death, I was called up to embalm and prepare her body for burial. I also furnished her casket and vault and paid for openining her grave. The total cost of this services was $165.00. These are my usual charges for the casket, vault and other services that I performed and this bill has not been paid.

Int. 5. In your opinion is the real estate of the late Stephen Frank Dashiell susceptible of partition in kind or will it have to be sold and the proceeds divided among the parties entitled to interests therein?

Ans. This real estate can not be divided in kind, so as to give each one of the seven children an equal part. The arable land is of course far more valuable than the wood land, and then the portion of the high land with the dwelling on it is much more valuable than any other part as thehouse is almost new and has considerable value in itself. As I see it the real estate will have to be sold and after the payment of the debts the balance if any will be divided among the heirs according to their respective rights and interests therein.

Court question and answer:

"I do not believe there is anything further".

Test: Eunice Pilchard. Dale Dashiell

There being no further witnesses produced to me to be examined, I here with at the request of plaintiff's solicitor, return the above depositions to Court closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 27th. day of November, nineteen hundred and thirty six.

Eunice Pilchard (SEAL)

Special Examiner

Bill of Costs:

Eunice Pilchard Special Examiner $4.00

Exhibit "A" referred to in the forgoing testimony is in the words following to wit:

In the Circuit Court for Somerset County, January Term, 1933.

Elwood Fleming and Minnie Fleming, his wife	0	Short Copy of Judgment No. 196 Appearances
vs.	0	Damages $ 775.00
Ruby B. Dashiell, Louise F. Larson, and Ivan P. Larson, her husband, Lewis W. Dashiell and Margaret B. Dashiell, his wife, Franklin Dashiell, Catharine Custis and Harvey Custis, her husband.	0	Costs $ 7.00
	0	Collection fee $ 77.50
	0	Judgment March 21, 1933
	0	Interest from Date
	0	Exemption waived.
	0	Test: J. Millard Tawes, Clerk.

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

Feb. 17, 1936

Mrs. Ruby Dashiell

Funeral Bill

To Dale Dashiell Dr.

Terms_____

Casket	$ 125.00
Vault	37.50
Opening grave	2.50
	$ 165.00

Dale Dashiell, Undertaker

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

Phone 163 Princess Anne, Md. 11/21/36

E. MACE SMITH

Fertilizers, Feeds of all Kinds

Seeds and Coal

Sold to Frank and Ruby Dashielll Estate

4/7/34	30 Bags 4-8-5 Fertilizer	83.10
5/18/34	15 Bags 4-8-5 Fertilizer 10 Berry Crates	46.35
		129.45
10/9/34	Credit by Tomato Tickets	19.35
		$ 110.10

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

Franklin Dashiell and another	)	In Equity in the Circuit Court for
vs	)	_____ County,
Louise F. Larson et. als.	)	No. 4946 Chancery.

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

It is thereupon this ninth day of December, in the year nineteen hundred and thirty-six, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned, be sold.

That Harry C. Dashiell be, and he is hereby appointed Trustee to make such sale; the course and menner of proceedings shall be as follows: he shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by him and a surety or sureties to be approved by the said Clerk, in the penalty of five thousand dollars, if individual surety or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decfee, or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said Real Estate, having first given at least three weeks previous notice, inserted in some newspaper printed and published in said County, and such other notice, as he may think proper, of the time, place, manner, and terms of sale, which terms shall be as follows: one half in cash, on the day of sale, the balance of the purchase money to be paid in two equal semi-annual installments, from day of sale; the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser, or purchasers with a surety or sureties to be approved by the trustee, or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after any such sale or sales, the said trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said trustee shall, by a good 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 sale, the said trustee is directed to give notice to the creditors of the said Ruby B. Dashiell 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 Harry C. Dashiell, Trustee, 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 and existing under the laws of the State of New York, surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of TWENTY FIVE HUNDRED DOLLARS ($2500.00), 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 16th day of December, nineteen hundred and thirty six.

WHEREAS the above bounden, Harry C. Dashiell, has been appointed Trustee by a decree of the Circuit Court for Somerset County, in Equity, to sell the property mentioned in the proceedings in the suit of Franklin Dashiell and another against Louise F. Larson and others, pending in said Court, the same being No. 4946 Chancery on the chancery docket of said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Harry C. Dashiell, do and shall, well, truly 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 thepremises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF the said Harry C. Dashiell has hereto set his hand and seal and the said body corporate has caused its corporate seal to be affixed hereto and these presents to be signed by its attorney-in-fact, the day and year above written.

Test: Harry C. Dashiell (SEAL)

Ralph W. Powell CORPORATE SEAL AMERICAN SURETY COMPANY OF NEW YORK,
Harry C. Dashiell
ATTORNEY-IN-FACT

Which said Bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twelfth day of January, in the year nineteen hundred and thirty-seven, 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:

Franklin Dashiell et. al.	)	No. 4946 Chancery
vs.	)	In the Circuit Court for
Louise F. Larson et. als.	)	Somerset County, in Equity.

- - - - - -

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

The report of sales of Harry C. Dashiell, Trustee appointed by a decree passed in the above entitled cause, to make sale of the real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful discharge of the trust as required by said decree and after giving notice of the time, place, manner and terms of sale by advertisement in the MARYLANDER AND HERALD, a weekly newspaper, printed and 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, in said County, on Saturday, the ninth day of January, nineteen hundred and thirty seven, at about the hour of two o'clock P. M., and did then and there proceed to offer said real estate for sale by public auction, that is to say:

Your said Trustee having previously advertised said real estate into four different and separate tracts or parcels, all of which are located in Mt. Vernon Election District, in said Somerset County and State of Maryland, did offer the first of said parcels for sale by public auction, described as follows:

First: All that tract or parcel of arable land, situate in said election district, whereon the late Stephen Frank Dashiell resided at the time of his death, lying and binding on the south side of the main County Road leading through said district and on the east side of the County Road known as the Monie Road, bounded on the east by the land of Dale Dashiell and on the south by wood land, containing about four acres of arable land, more or less; and being the same land which was conveyed unto the said Stephen Frank Dashiell by Charles M. Dashiell and others, by deed dated January seventh, nineteen hundred and one, and recorded among the Land Records of said Somerset County in Liber O. T. B. No. 30 folio 216 etc. This parcel of land is improved by a two story, frame dwelling, etc., and when offered as a separate parcel as aforesaid Franklin Dashiell was the highest bidder therefor, at and for the sum of eight hundred dollars ($800.00).

Your said Trustee then offered for sale by public auction the second parcel of land mentioned in said advertisement and described as follows:

Second: All that tract of land in said election district, lying on the south side of said main County Road, bounded on the east by the land of Earl McIntyre and on the west by the land of William O. Simpkins, containing about five acres of arable land and two acres of wood land; and being a part of the land which was conveyed to said Stephen Frank Dashiell by Joseph G. Dashiell by deed dated October seventh, nineteen hundred and four, and recorded among said Land records in Liber O. T. B. No. 39 folio 425 etc., And when offered as a separate parcel as aforesaid Franklin Dashiell was the highest bidder therefor, at and for the sum of five hundred dollars ($500.00).

Your said Trustee then offered the third parcel of real estate mentioned in said advertisement and described as follows:

Third: All that tract of arable land in said election district, on the north side of said main County Road leading through Mt. Vernon, bounded on the east by the Harris Landing Road, on the north by the Rulien property and on the west by the land of Arthur Bloodsworth, and containing about eleven acres, more or less; and being the same land which was conveyed unto the said Stephen Frank Dashiell by John T. Dashiell by deed dated January twenty ninth, nineteen hundred and fourteen, and recorded among said land records in Liber S. F. D. No. 65 folio 581, except so much thereof as was conveyed to the Board of Education of Somerset County by Stephen Frank Dashiell and wife, by deed recorded among said land records in Liber W. J. S. No. 84 folio 457 etc., This land is improved by a small store house; and when offered at a separate parcel as aforesaid Franklin Dashiell was the highest bidder therefor at and for the sum of two hundred dollars ($200.00).

Your said Trustee then offered for sale at public auction the fourth parcel of land mentioned in said advertisement and described as follows:

Fourth: All the several tracts of wood land aggregating about twenty seven acres, more or less, on or near the county road leading to Monie Drawbridge, bounded on the east by the wood land of the said Earl McIntyre; the several tracts of wood land adjoining or near each other, were conveyed to said Stephen Frank Dashiell by four deeds; one from George A. Bound s and wife, dated August fourteenth, eighteen hundred and ninety five; recorded in Liber H. F. L. No. 17 folio 243 etc., another from Charles M. Dashiell and wife, dated January second, nineteen hundred and one, recorded in Liber O. T. B. No. 30 folio 211 etc., a third deed from Joseph G. Dashiell, dated October seventh, nineteen hundred and four, and recorded in Liber O. T. B. No. 39 folio 425 etc., and a fourth from Frank Harrington and wife, dated December twenty-fourth, nineteen hundred and twenty one, and recorded in Liber W. J. S. No. 85 folio 228 etc., And for said tracts of wood land the said Franklin Dashiell was the highest bidder therefor at and for the sum of two hundred dollars ($200.00).

And your said Trustee, did then, pursuant to said advertisement, offer by public auction as aforesaid; all of the said real estate mentioned in said chancery cause and in said advertisement, for sale as a whole, the same being the real estate hereintofore described owned by the late Stephen Frank Dashiell, at the time of his death; and the said Franklin Dashiellwas the highest bidder for the whole of said lands, at and for the sum of eighteen hundred and twenty five dollars ($1825.00); and said sum being greater than the aggregate of the four highest bids for the said four divisions of said real estate, when offered separately as aforesaid, your Trustee accepted said bid of said Franklin Dashiell for the whole of said property and said Franklin Dashiell was declared the purchaser thereof at said auction by the auctioneer at anf for the sum of eighteen hundred and twenty five dollars ($1825.00).

AND the said purchaser has complied with the terms of said sale to the satisfaction of your said Trustee by paying thereon the sum of two hundred dollars ($200.00) in cash and giving to your said Trustee a note for the balance payable upon the ratification of this sale by this Honorable Court.

All of which is respectfully submitted,

Harry C. Dashiell, Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 12th day of January, nineteen hundred and thirty seven, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true as therein stated to the best of his knowledge and belief; and that the sale therein reported was fairly made.

J. Millard Tawes,
Clerk of Circuit Court.

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

Franklin Dashiell et. al..	)	No. 4946 Chancery
vs.	)	In the Circuit Court for
Louise F. Larson et. als.	)	Somerset County, in Equity.

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee aforesaid, be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 12th day of February, nineteen hundred and thirty seven; 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 the10th day of February, nineteen hundred and thirty seven.

The report states the amount of sales to be $1825.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the seventeenth day of February, in the year nineteen hundred and thirty-seven, 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:

Franklin Dashiell et. al.	)	No. 4946 Chancery
vs.	)	In the Circuit Court for
Louise F. Larson et. als.	)	Somerset County, in Equity.
_____	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 17th day of February, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

AND since it appears that Harry C. Dashiell is the solicitor for the complainants in said cause, it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account 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 said is accordingly done.

Per: J. Millard Tawes, Clerk.

Willie P. Long and Allen P. Long	)	Be it remembered that heretofore, to wit, on the
vs.	)	first day of August, in the year nineteen hundred
Carolyn Frey (Frye) and J. L. Frey (Frye) her husband, Ernest Bundick and Bettie Bundick, his wife, Nellie K. Tull and Rome H. Tull, her husband, Marion E. Bundick, Russell Bundick and Mildred Bundick, his wife, and Willard J. Stevenson, Executor of Edward Thomas Bundick, deceased	)	and thirty-six, a certain Willie P. Long and Allen P. Long, by George H. Myers, their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Carolyn Frey (Frye) and J. L. Frey (Frye) her husband, Ernest Bundick and Bettie Bundick, his wife, Nellie K. Tull and
_____	)	

Rome H. Tull, her husband, Marion E. Bundick, Russell Bundick and Mildred Bundick, his wife, and Willard J. Stevenson, Executor of Edward Thomas Bundick, deceased, which said bill of complaint is in the words following, to wit:

Willie P. Long and Allen P. Long	)	No. 4879 Chancery
vs.	)	In the Circuit Court
Carolyn Frey (Frye) and J. L. Frey (Frye) her husband, Ernest Bundick and Bettie Bundick, his wife, Nellie K. Tull and Rome H. Tull, her husband, Marion E. Bundick, Russell Bundick and Mildred Bundick, his wife, and Willard J. Stevenson, Executor of Edward Thomas Bundick, deceased	)	for Somerset County Maryland.
_____	)	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orators complaining say:

FIRST: That a certain Edward Thomas Bundick, late of Worcester County, deceased, departed this life on the seventeenth day of February, nineteen hundred and thirty-five in Worcester County, Maryland, leaving a last will and testament certified copy of which is herewith filed

as part hereof, marked Exhibit "A", by and under the terms of which he devised to his six children, namely; Carrie B. Frye (Frey), Nellie Tull, Ernest D. Bundick, Marion E. Bundick, Russell P. Bundick and Willie P. Long, all of whom are parties to this suit, all the rest and residue of the said testator's property and estate.

SECOND: That under said third item of said will your oratrix, Willie P. Long and the defendants, Nellie H. Tull, Ernest P. Bundick, Carolyn B. Frey (Frye), Russell P. Bundick and Marion E. Bundick, hold title as tenants in common to a farm containing about one hundred forty acres, more or less, located in Dublin Election District, Somerset County, Maryland, of which the said Edward Thomas Bundick died seized and which was conveyed to him by deed from Edward H. Clark and wife dated March fifteenth, eighteen hundred and ninety three, recorded among the land records of Somerset County, Maryland, in Liber H. F. L. No. 13, folio 26.

THIRD: That the said farm is not susceptible of partition without material loss or 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 be devided among the parties according to their several interests.

FOURTH: That all of the parties to this suit are of full age; that the said plaintiffs reside in said Somerset County, Maryland; that the defendants, Russell Bundick and Mildred Bundick reside in Worcester County, Maryland; that the defendants Carolyn B. Frey (Frye) and J. L. Frey (Frye) her husband and Nellie K. Tull and Rome H. Tull her husband, reside in the State of New Jersey; that the defendants Ernest Bundick and Bettie Bundick reside in the State of Pennsylvania; that the last known residence of the defendant, Marion Bundick was Somerset County, but his present residence is unknown.

FIFTH: That the widow of the said Edward Thomas Bundick mentioned in said will filed with this Bill of Complaint as Exhibit "A" has not renounced said will or elected to take her dower or legal share in the estate of her deceased husband and has no interest in the aforesaid farm now held as tenants in common by your orators and said defendants; that letters testamentary have been granted by the Orphans' Court for Worcester County, to the defendant, J. Willard Stevenson, under the will of the said Edward Thomas Bundick, and that all of the debts of the said deceased have been paid from the personal estate by said Executor.

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 among your orators and the said defendants according to their respective right 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 defendant Marion Bundick whose last known residence was Somerset County, Maryland, and to the defendants, Russell Bundick and Mildred Bundick, and Willard Stevenson, Executor aforesaid, residing in Worcester County, 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; also an order of publication giving notice to the defendants, Carolyn Frey (Frye) and J. L. Frey (Frye) her husband, Nellie K. Tull and Rome H. Tull, her husband, residing in the State of New Jersey and Ernest Bundick and Bettie Bundick, his wife, residing in the State of Pennsylvania, all adults and non-residents of this State of the object and substance of this Bill, warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not to pass as prayed.

And as in duty bound,

Geo. H. Myers
Solicitor for Complainant.

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

I, Edward T. Bundick of Pocomoke City, Worcester County, Maryland, do make this my last will and testament in manner following, that is to say:

After the payment of all my just debts and funeral expenses, I do give, devise and bequeath my property and estate as follows:

Item 1. I give and bequeath unto my wife, Crissie May Bundick, the sum of twelve hundred dollars in cash;

Item 2. I give and devise unto my wife, Crissie May Bundick, to be held and enjoyed by her for and during her life, my dwelling property where I now reside, situate on the northeast side of Cedar Street in said Pocomoke City; I also give and bequeath to my said wife, Crissie May Bundick, likewise to be held and enjoyed by her for and during her life, all my household and kitchen furniture, goods and effects which are now located in and about my said dwelling property; and from and after the death of my said wife, then I give, devise and bequeath my said dwelling property and furniture, goods and effects unto my six children, namely,- Carrue B. Frye, Nellie Tull and Ernest D. Bundick, all of Merchantville, New Jersey, and Marion E. Bundick, present whereabouts unknown, and Willie P. Long and Russell P. Bundick, both of Somerset County, Maryland, to be held and owned by them absolutely and in fee simple, ahare and share alike.

Item 3. All the rest and residue of my property and estate of every kind and description, real, personal and mixed, and wheresoever situated, of which I may be seized and possessed,or to which I may be entitled at the time of my death I do give, devise and bequesth unto my said six children, Carrie B. Frye, Nellie Tull, Ernest D. Bundick, Marion E. Bundick, Willie P. Long and Russell P. Long, to be held and owned by them absolutely and in fee simple, share and share alike.

Item 4. My said daughter, Willie P. Long, is indebted to me for monies loaned to her, for which I hold her bill obligatory. It is not my purpose to excuse the payment of this obligation and I do hereby direct my Executor hereinafter named to deduct said indebtedness from her distributive share of my personalty and if that be not sufficient to dischagre said indebtedness, then to collect any such deficienty.

Item 5. I do hereby nominate, constitute and appoint my friend, Willard J. Stevenson, to be the executor of this my last will and testament, hereby revoking all other wills by me heretofore made.

In testimony whereof, I have hereunto subscribed my name and affixed my seal, this the twentieth day of December in the year nineteen hundred and thirty-four.

Edward T. Bundick (SEAL)

Signed, sealed, published and declared by the above named testator as and for his last will and testament in the presence of us, who, at his request, in his presence, and the presence of each other, have hereunto subscribed our names as witnesses.

James M. Crockett.

Walter L. Donaway.

WORCESTER COUNTY,SS.

On the 19th day of February, 1935, came Willard J. Stevenson and made oath in due form of law, that he does not known of any will or codicil of Edward T. Bundick, late of Worcester County, deceased, other than the above instrument of writing, and that he received the same from James M. Crockett, on or about the day of its execution and held custody thereof until delivered to the Register of Wills for probate.

The testator died on the 16th. day of February, 1935.

Test:

Paul Jones,
Register of Wills for
Worcester County, Maryland.

WORCESTER COUNTY, SS.

On the 19th. day of February, 1935, came Walter L. Donaway, one of the subscribing witnesses to the aforegoing last Will and Testament of Edward T. Bundick, late of said County, deceased, and MADE OATH IN DUE FORM OF LAW that he did see the Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of his apprehension, of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that he together with James M. Crockett, subscribed his name as witness to this Will in his presence at his request, and in the presence of each other.

SWORN to in open Court:

Test: Paul Jones,
Register of Wills for
Worcester County, Maryland.

WORCESTER COUNTY,SS.

On the 23rd day of February, 1935, came James M. Crockett, one of the subscribing witnesses to the aforegoing last Will and Testament of Edward T. Bundick, late of said County, deceased, and MADE OATH IN DUE FORM OF LAW, that he did see the Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of his apprehension, of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that he together with Walter L. Donaway, subscribed his name as witness tothis Will ih his presence at his request, and in the presence of each other.

SWORN to in open Court:

Test: Paul Jones,
Register of Wills for
Worcester County, Maryland.

ORDERED that after the proof and hearing had, the foregoing will of Edward T. Bundick be and it is hereby admitted to probate in the Orphans' Court for Worcester County, Maryland, on this the 23rd. day of February, 1935.

In recesss of the Court.

Test:

Paul Jones,
Register of Wills for
Worcester County, Maryland.

STATE OF MARYLAND,

COUNTY OF WORCESTER, SCT:

I, Paul Jones, Register of Wills for Worcester County, Maryland, and Keeper of the records of the Orphans' Court of said County, do hereby certify the foregoing to be a true and full copy of the last Will and Testament and Probates thereof of Edward T. Bundick, late of Worcester County, Maryland, deceased, which was admitted to probate by said Court on the 23rd. day of February, 1935, and is recorded in Liber P. J. No. 21, Folios No. 113 and 114, one of the Books for recording Wills in my said Office.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Worcester County, this 31st. day of July, 1936.

(SEAL)

Paul Jones
Register of Wills for
Worcester County, Maryland.

STATE OF MARYLAND,

SOMERSET COUNTY, SS.

I, Florence E. Dryden, Register of Wills and by law keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Somerset County, DO HEREBY CERTIFY that the foregoing is a true and full copy of the Certified Copy of the last Will and Testament of Edward

T. Bundick, late of Worcester County, deceased, taken from Liber F. E. D. No. 33 folios 444 etc., the same being one of the Records kept in the office of the Register of Wills for Somerset County.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the Seal of said Court, this first day of August, in the year of our Lord, nineteen hundred and thirty-six.

(SEAL)

Florence E. Dryden

Register of Wills for Somerset County.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL

To Marion Bundick 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 ofWillie P. Long and Allen P. Long 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 July Anno Domini 1936 ISSUED the 1st day of August Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL

To Marion Bundick 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 Willie P. Long and Allen P. Long 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 July Anno Domini 1936 ISSUED the 4th day of August Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL

To Russell Bundick, Mildred Bundick and Willard J. Stevenson, Executor of Edward Thomas Bundick, deceased, 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 Willie P. Long and Allen P. Long 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 July Anno Domini 1936 ISSUED the 19th day of August Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in August, in the year nineteen hundred and thirty-six, and the day of the return of the first above recited writ, and the said first Monday in September, in the year nineteen hundred and thirty-six, and the day of the return of the second and third

above recited writs, 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 the Sheriff of Worcester County, E. C. West, to whom the third writ aforesaid was, in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following, to wit:

To the first of said writs:

Non est.

W. H. Dryden, Sheriff,

W. T. H.

To the second of said writs:

Non Est.

W. H. Dryden, Sheriff

To the third of said writs:

Summoned severally.

E. C. West, Sheriff

C. B. Hillman, Dep.

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:

Willie P. Long and Allen P. Long	)	No. 4879 Chancery
vs.	)	In the Circuit Court
Carolyn Frey (Frye) and J. L. Frey (Frye) her husband, Ernest Bundick and Bettie Bundick, his wife, Nellie K. Tull and Rome H. Tull, her husband, Marion E. Bundick, Russell Bundick and Mildred Bundick, his wife, and Willard J. Stevenson, Executor of Edward Thomas Bundick, deceased	)	For Somerset County, Maryland.

The object of this suit is to procure a decree for the sale of certain real estate in Somerset County, Maryland, of which Edward T. Bundick died seized.

The bill states that the said Edward T. Bundick died in Worcester County, Maryland, February 17, 1935, leaving a will, certified copy of which is filed with said bill under the terms of which after certain specific devises and bequests, he devised all the rest and residue of his property and estate to his six children; Carolyn B. Frye (Frey), Nellie Tull, Ernest D. Bundick, Marion E. Bundick, Russell P. Bundick and Willie P. Long; that under the aforesaid devised, the said Carolyn B. Frye (Frey), Nellie Tull, Ernest D. Bundick, Marion E. Bundick, Russell P. Bundick and Willie P. Long, hold title as tenants in common to a farm containing about 140 acres in Dublin District in said Somerset County which was conveyed to the said Edward T. Bundick by deed from Edward H. Clark and wife, dated March 15, 1893, and recorded among the land records of said Somerset County in Liber H. F. L. No. 13, folio 26; that said farm is not susceptible of partition among the parties entitled to interest therein as aforesaid without material loss or injury to said parties and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds divided among said parties according to their several interests; that the surviving widow of said Edward Thomas Bundick mentioned in his said will has not renounced said will or elected to take her dower or legal share in the estate of her deceased husband and has no interest in the aforesaid farm; that letters testamentary have been granted by the Orphans' Court for said Worcester County to the defendant, J. Willard Stevenson under the will of the said Edward Thomas Bundick and that all of the debts of said deceased have been paid from the personal estate by said Executors; that all of the parties to this suit are of full age and that the defendants Carolyn Frye (Frey) and J. L. Frye (Frey) her husband, Nellie K. Tull and Rome H. Tull her husband, all

residing in the State of New Jersey and that the defendants Ernest Bundick and Bettie Bundick, residing in the State of Pennsylvania, are non residents of this State.

That two successive subpoenas have been issued for the defendant, Marion Bundick for service by the Sheriff of said Somerset County, the last known residence of the said Marion, both of which subpoenas have been returned "non est", and that said Marion must be treated as a non resident of the State of Maryland for the purpose of this suit.

It is thereupon this 8th day of September, 1936, by the Clerk of the Circuit Court for Somerset County, in Equity, ordered that the plaintiff by causing a copy of this order to be inserted in some newspaper published in said Somerset County, once in each of four successive weeks before the 12th day of October, 1936, give notice to said non resident defendants of the object and substance of this suit warning them and eachof them to be and appear in this Court in person or by solicitor on or before the 30th day of October, 1936, 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 November, in the year nineteen hundred and thirty-six, the following decree pro confesso and order to take testimony (non-resident), was filed, to wit:

Willie P. Long, et al.	)	No. 4879 Chancery
vs.	)	Circuit Court for
Ernest Bundick, et al	)	Somerset County, Maryland.

- - - - - -

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in The Somerset News, a newspaper printed and published at Princess Anne in said Somerset County as prescribed by the terms of said order and the defendants, Carolyn Frye (Frey) and J. L. Frye (Frey) her husband, Nellie K. Tull and Rome H. Tull, her husband, Ernest Bundick and Bettie Bundick, his wife, and Marion Bundick, having failed to appear either in person or by solicitor and answer the bill of complaint therein filed against them.

It is thereupon this 20th day of November, nineteen hundred and thirty-six, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said non-resident defendants and each of them.

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

James M. Crockett, Judge.

And thereafter to wit, on the twentieth day of November, in the year nineteen hundred and thirty-six, the following decree pro confesso and order to take testimony was filed, to wit:

Willie P. Long, et al	)	No. 4879 Chancery
vs.	)	Circuit Court for
Ernest Bundick, et al	)	Somerset County, Maryland.

- - - - -

The defendants, Russell Bundick and Mildred Bundick, his wife, and Willard J. Stevenson, Executor of the will of Edward Thomas Bundick having each been duly summoned to appear to the bill of complaint and having failed to appear thereto and answer said bill.

It is thereupon this 20th dayof November, nineteen hundred and thirty-six, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants.

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

James M. Crockett, Judge.

And afterwards, to wit, on the first day of December, in the year nineteen hundred and thirty-six, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

Willie P. Long, et als.	)	No. 4879 Chancery
vs.	)	In the Circuit Court for
Ernest Bundick, et. als.	)	Somerset County, in Equity.
	)	

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I Harry C. Dashiell, a standing examiner of said Court, duly qualified, do hereby certify that at my law office in Princess Anne, Maryland, on Tuesday, the first day of December, nineteen hundred and thirty six, I did take the following depositions, that is to say:

Willard J. Stevenson, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Willard J. Stevenson; age 55 years; residence Pocomoke City, Md. Occupation Cashier Pocomoke City National Bank.

Int. 2 Do you know the parties to this suit, and if so, about how long have you known them?

Ans. I know all the parties to this suit and have known them practically all of their lives.

Int. 3 Will you look at the paper filed as Exhibit A with the bill of complaint and state what it is?

Ans. Certified copy of the last will and testament of Edward T. Bundick.

(Plaintiff here filed with Examiner to be used as evidence in this cause certified copy of will identified by witness marked Exhibit "A")

Int. 4 This will appoints you as Executor of the estate of Edward T. Bundick, have you or not administered under the will and if so, state the present condition of the estate with respect to the payment of debts and distribution under the will?

Ans. I have qualified as Executor. I have paid all bills and distributed all funds. I have made my final distribution.

Int. 5 Item 2 of the will makes certain devises and bequests to Crissie May Bundick, wife of the testator, can you state whether or not the widow accepted these bequests and devises or whether she exercises her right to renounce the will and take her legal share?

Ans. She accepted the bequests made in the will and signed a release, which I filed in the Orphans' Court for Worcester County. She did not renounce.

Court question and answer:

"No, sir".

Test: Harry C. Dashiell Willard J. Stevenson

Exm.

Allen P. Long, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Allen P. Long; age 42 years; residence Dublin District, in Somerset County; occupation farming.

Int. 2 Do you know the parties to this suit and if so, where do they reside and state their ages?

Ans. The plaintiff Willie P. Long is my wife. She resides with me in this county and is 42 years old. The defendant, Caroline Frey, is 48 years old and lives with her husband J. L. Frey at Mapleville, New Jersey; the defendant, Ernest Bundick is 40 years years old and lives

with his wife, Bettie Bundick, at Roxborough, Penna; the defendant, Nellie K. Tull is 36 years old and lives with her husband Rome H. Tull at Merchantsville, N. J. Russell Bundick 30 years old and lives with his wife Mildred Bundick at Pocomoke, Maryland; Marion E. Bundick is 34 years old. He left this County in 1928 and none of his people have heard anything from him since.

Int. 3 Is the plaintiff Willie P. Long and the defendants Caroline Frey, Ernesy Bundick, Nellie K. Tull, Marion Bundick and Russell Bundick the same parties named as devisees under the third item of the will of Edward T. Bundick offered in evidence.

Ans. They are the same, all children of Edward T. Bundick. They were the only children o f Mr. Bundick that I ever knew.

Int. 4 The third item of the will gives all the residue of Mr. Bundick's estate to the six children you have just named, was there any real estate in that residue, and if so, describe it quality, quantify, location and value?

Ans. The only real estate which Mr. Bundick owned at the time of his death, except his dwelling in Pocomoke, which he left to his widow, for her life time, is the farm described in the bill of complaint. It is located on both sides of the county road leading from Pocomoke City to Cokesbury, in Dublin District, in this County. About 70 acres of it is cleared land and the residue in wood land. Nearly half of the woods is marketable size pine. The cleared land is about half sand and half clay. The farm is improved by a six room frame dwelling house in fair condition of repair. The barn is about 28 x 32 feet. It is in fair condition of repair. The value of the whole property is between $3000.00 and $3500.00.

Int. 5 Is or not the farm which you have described susceptible of partition among the six devisees named in the third item of Edward T. Bundick's will without material loss or injury to these parties and would it be for the benefit of said owners to sell said property and divide said proceeds among them?

Ans. It could not be divided into six parts without loss to somebody or all of them. Small farms would not be desirable in that neighborhood and there would be the problem of the buildings in any attempt to divide. The only way the heirs can dispose of it is to sell and divide the proceeds.

Int. 6 When did Edward T. Bundick die and where?

Ans. In February 1935 in Pocomoke City, Maryland.

Court question and answer:

"Nothing that I know of".

Test: Harry C. Dashiell,Exm. Allen P. Long.

George Robert Dennis, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. George Robert Dennis; age 28 years; residence at Cokesbury, Somerset County; farming occupation.

Int. 2 Do you know the parties to this suit and if so, how long have you known them?

Ans. I have known them all for about eight years.

Int. 3 Did you know Edward T. Bundick in his life time? Is he living or dead? When and Where did he die?

Ans. I did know Edward T. Bundick? He died in Pocomoke City in February, 1935.

Int. 4 What heirs did he leave surviving him?

Ans. His widow Mrs. Crissie Bundick and six children Mrs. Willie P. Long, Mrs. Carrie Frey, Mrs. Nellie Tull, Ernest Bundick, Russell Bundick and Marion Bundick.

Int. 5 Do you know whether Mr. Bundick's six children whom you have named are all of age?

Ans. Yes, sir, they are all over twenty one.

Int. 6 Where do they live?

Ans. Mrs. Willie Long lives with her husband at Cokesbury in this County; Russell and his wife live in Pocomoke Maryland; Mrs. Tull and Mrs. Frey live with their husband in New Jersey and Ernest lives in Pennsylvania. Ido not know where Marion is. He left here about eight or nine years ago, and no one seems to know where he is. His father did not know where he was when he die, and was distressed about it.

Int. 7 Do you know the farm which Mr. Bundick owned at the time of his death located in Dublin District, in this County and if so, describe its quantify, quality, and value?

Ans. Yes, I know the farm. I have been living near it for the past eight years. It contains about 140 acres, about half cleared and half in woods. About half of the woodland is marketable timber. The cleared land is part sand and part red clay. It is improved by a six room frame dwelling house, fair barn and other out buildings. I would estimate its present value around $3500.00. It is located on both side of the public road leading from Pocomoke to Cokesbury and adjoins the land of Allen P. Long on the south side Mrs. Frank Young on the north side, Mr. Pitt Carey on the west side and on the east by Dividing Creek.

Int. 7 Is or not the farm that you have described susceptible of partition among the six children of Edward T. Bundick without material loss and injury to them, and would it nr not be to the benefit and advantage of said owners to said the farm and divide the proceeds among them?

Ans. I would say it would be best to sell it and divide the proceeds. I do not see how it could be divided without one getting better than the other. There is good land and poor land and wood land, besides the buildings to be divided.

Court question and answer:

"No, sir".

Test: Harry C. Dashiell George Robert Dennis.

Exm.

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

Given under my hand and seal this first day of December, nineteen hundred and thirty six.

Harry C. Dashiell (SEAL)

Examiner in Chancery

Bill of costs:

Harry C. Dashiell	Examiner	$ 4.00
G. Robert. Dennis	witness etc,	1.40
		$ 5.40

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

Willie P. Long, et. al.	)	No. 4879 Chancery
vs.	)	Circuit Court for Somerset
Ernest Bundick, et al.	)	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-third day of December, in the year nineteen hundred and thirty-six, by the Circuit Court for Somerset County, sitting in Equity, ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned be sold, and 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 or sureties to be approved by this Court, or

by the Clerk thereof, in the penalty of thirty-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 thenproceed 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 the day of sale, one-third in six months and the balance in twelve months, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest from the day of sale and to be secured to the satisfaction of the 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 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 thirty 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 twenty eighth day of December, nineteen hundred and thirty-six.

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 Willie P. Long, et al., vs. Russell Bundick, et al, now pending in said Court, the same being No. 4879 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

M. Edna Barnes CORPORATE BY Geo. H. Myers
Attorney-in-Fact.

Witness. 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-sixth day of January, in the year nineteen hundred and thirty-seven, 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:

Willie P. Long and Allen P. Long	)	No. 4879 Chancery
vs.	)	In the Circuit Court for
Carolyn Frey (Frye) et al.	)	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 weekly newspaper printed in said Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the twenty-sixth day of January in the year nineteen hundred and thirty-seven, 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, tract or tracts of land situate in Dublin Election District in said Somerset County, whereon Edward Thomas Bundick resided in his lifetime and at the time of his death, located on both sides of the county road leading from Pocomoke to Cokesbury, containing one hundred forty acres, more or less, which was conveyed to the said Edward Thomas Bundick by deed from Edward H. Clark and wife, dated March 15, 1893, recorded among the land records of said Somerset County in Liber H. F. L. No. 13, folio 26, et seq.

And sold the same to O. H. Taylor, of Witham, Virginia, he being then and there thehighest bidder therefor, at the sum of Forty six hundred fifty dollars, and said purchaser has complied with the terms of sale, by paying fifteen hundred fifty dollars thereof in cash and has agreed to pay the balance of said purchase price in cash upon ratification of said sale by this Honorable Court.

Respectfully submitted,

Geo. H. Myers,

Trustee.

STATE OF MARYLAND, SOMERSET COUNTY, Sct;

On this 26th day of January, nineteen hundred and thirty-seven personally appeared before me, Clerk of the Circuit Court of the State of Maryland, in and for Somerset County, George H. Myers, Trustee named inthe 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 belife, 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:

Willie P. Long and Allen P. Long	)	No. 4879 Chancery
vs.	)	In the Circuit Court for
Carolyn Frey (Frye), et al.	)	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 26th day of February, 1937, PROVIDED, a copy of this Order be inserted in some weekly newspaper printed in said Somerset County, once in each of three successive weeks before the 25th day of February, 1937.

The Report states the amount of Sales to be $4650.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the twenty-seventh day of February, in the year nineteen hundred and thirty-seven, 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:

Willie P. Long and Allen P. Long	) In the Circuit Court.
vs.	) In Equity, No. 4879 Chancery
Carolyn Frey (Frye), et al	) For Somerset County.
	) January Term, 1937.

ORDERED BY THE COURT, This twenty-seventh day of February, 1937, 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.

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 second day of the same month, in the year of our Lord one thousand nine hundred and thirty-six.

Were present,

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

Wm. H. Dryden, Esq., Sheriff _____, 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 Mt. Vernon District, assessed to Sarah A. Kirwan for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector.	) Be it remembered that heretofore, to wit, on the twenty-second day of July, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the Mt. Vernon Election District, of Somerset County for the years 1931 and

1932, 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 Mt. Vernon Election District, Somerset County, Maryland, assessed to Sarah A. Kirwan for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	) No. 4869 Chancery)) In the Circuit Court for) Somerset County, Maryland.))

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland,and Collector of state and county taxes for said Somerset County, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of Somerset County Maryland, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then County Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Sarah A. Kirwan, in Mount Vernon Election District, Somerset County, Maryland, the sum of forty cents, state taxes, and two dollars and fifty-six cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer 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 E. Muir, 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 tax 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 anotice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, 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 E. Muir, then County Treasurer and Collector as aforesaid, in pursuance of his duties as Clerk to said Commissioners made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Sarah A. Kirwan, in Mt. Vernon Election District, Somerset County, Maryland, the sum of forty cents state taxes, and one dollar and sixty cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, thenCounty 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 E. Muir, then County Treasurer and Collector

as aforesaid, prepared the tax bills for every taxpayer and forward the same by mail or delivered the same to the person, 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 dayof October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice with interest, said taxes would be collected by process of law.

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Sarah A. Kirwan, in Mt. Vernon Election District, Somerset County, Maryland, and I, the said Carlos Bozman, County Treasurer and Collector for said county, having found it necessary to enforce the payment of said taxes by a sale of said real estate, said real estate not being capable of division in my judgment, did advertise the whole of said real estate in the Marylander and Herald, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Friday, August 2d, 1935, 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 Sarah A. Kirwan in Mt. Vernon Election District, Somerset County, Maryland, described as follows:

No. 50. All that lot, containing 1½ acres, more or less, and the improvements thereon, on Mt. Vernon road and adjoining the lands of James Bounds, F. Harrington and George McIntyre, and assessed to Sarah A. Kirwan for 1931 and 1932, 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 bidder therefor, at and for the sum of ten dollars and seventy 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22d of July, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing report 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 Friday, August 2d, 1935, at or about the hour of two O8clock 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 Mount Vernon 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. 50. All that lot, containing 1½ acres, more or less, and the improvements thereon, on Mt. Vernon Road and adjoining the lands of James Bounds, F. Harrington and George McIntyre, and assessed to Sarah A. Kirwan for 1929 and 1930, and sold for taxes due for said years.

CARLOS BOZMAN

Treasurer of Somerset County, Md.

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 Mt. Vernon Election District, Somerset County, Maryland, assessed to Sarah A. Kirwan for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4869 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on August 2d, 1935, of land in Mt. Vernon District, Somerset County, Maryland, on Mt. Vernon Road and adjoining the lands of James Bounds, F. Harrington and George McIntyre, containing 1½ acres more or less, assessed to Sarah A. Kirwan for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of ten dollars and seventy 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 22d of July, 1936, 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 10th of August, 1936, warningall persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 1st day of October, 1936, 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 $10.70.

James M. Crockett

Judge.

And now at this day to wit, on the thirteenth day of November, in the year nineteen hundred and thirty-six, comes again into Court here the said collector by his solicitor aforesaid, and on motion of the said collector by his solicitor aforesaid 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 Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the terms of said order nisi, and no objection having been filed and no cause to the contrary having been show, it is hereby adjudged, ordered and decreed, this 13th day of November, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, that the foregoing report of sale and the same 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 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 fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-seven.

Were present,

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

Wm. H. Dryden, 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 Smith's Island Election District, Somerset County, Maryland, assessed to Albert W. Evans, for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	) Be it remembered that heretofore, to wit, on the twenty-second day of July, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for Smith's Island Election District of Somerset County for the years 1928,1929,1930,1931

and 1932, 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 Smith's Island Election District, Somerset County, Maryland, assessed to Albert W. Evans, for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	No. 4864 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 institutions;

That by said levy the said Commissioners did levy upon the property assessed to Albert W. Evans, in Smith's Island Election District, Somerset County, Maryland, the sum of one and thirty-nine dollars 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 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, set of 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 knonw 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 Commissioners made an annual levy of state and county taxes upon the property in said county, and that sixty days after said levy the said Harry T. Phoebus, then Treasurer of Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 showin g 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 Commissioners did levy upon the property of Albert W. Evans, in Smith's Island Election District, Somerset County, Maryland, the sum of one dollars 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, purlished in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry T. Phoebus, then 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 tax 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 29th of June, 1931, the said Commissioners made an annual levy of state and county taxes on the taxable property in said county, and that sixty days after said levy, Harry E. Muir, then County Treasurer and Collector of said Somerset County, in pursuance of his duties as clerk of said Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 Commissioners did levy upon the property of Albert W. Evans, of Smith's Island Election District, Somerset County, Maryland, the sum ofone dollars and thirty-five cents state taxes, and nine dollars and forty-five cents county taxes, and that said taxes were due and in arrears on the first day of January, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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, set of 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 on the 29th of June, 1932, the said 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required by law, showing the aggregate assessment of every pesson, 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;

That by said levy the said Commissioners did levy upon the property of Albert W. Evans, in Smith's Island Election District, Somerset County, Maryland, the sum of one dollars and thirty-five cents state taxes, and eight dollars and sixty-four cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, then Treasurer and Collector as aforesaid, prepared the tax bills for every taxpayer and forwafded the same by mail or delivered the same to the person, 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, 1930, 1931, and 1932 being still due and in arrears constituted a lien upon the real estate of said Albert W. Evans, in Smith's Island Election District, Somerset County, Maryland, and I, the said Carlos Bozman, 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

a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also be 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Wednesday, December 11th, 1935, at or about the hour of two 6'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to the said Albert W. Evans, in Smith's Island Election District, Somerset County, Maryland, described as follows:

No. 22. All that lot, size 75 ft. by 150 ft. and improvements, in Rhodes Point, on the creek and adjoining the lands of Alex Evans and Carroll Hoffman, and assessed to Albert W. Evans for 1928, 1929, 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of seventy-four dollars and seventy-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 Carlos Bozman, County Treasurer and Collector as aforesaid do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of July, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County, and made oath in due formof 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing report 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, December 11th, 1935, 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 Smith's Island Election District, and one lot of land in Lawson Election District, marked No. A, 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. 22. All that lot, size 75 ft. by 150 ft. and improvements, in Rhodes Point, on the creek and adjoining the lands of Alex Evans and Carroll Hoffman, and assessed to Albert W. Evans for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,

CARLOS BOZMAN

County Treasurer, Somerset County.

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 Smith's Island Election District, Somerset County, Maryland, assessed to Albert W. Evans, for 1929, 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.		No. Chancery In the Circuit Court for somerset county, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.		

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on December 11th, 1935, of land in Smith's Island Election District, Somerset County, Maryland, size 75 ft. by 150 ft., in Rhodes Point, on the creek and adjoining the lands of Alex Evans and Carroll Hoffman, and assessed to Albert W. Evans for 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of seventy-four dollars and seventy-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 22nd day of July, 1936, 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 24th of August, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 30th of September, 1936, 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 $74.72.

James M. Crockett,

Judge.

And now at this day to wit, on the eleventh day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been shown and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 11th day of January, 1937, 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 Tawes, Clerk.

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In the matter of the tax sale of real estate in Smith's Island District, Somerset County, Maryland, assessed to Elsworth F. Evans for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-second day of July, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of State and County taxes for Smith's Island Collection District of Somerset County for the years 1929, 1930, 1931 and 1932,

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 Smith's Island District, Somerset County, Maryland, assessed to Elsworth F. Evans for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4868 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 Commissioners did levy upon the property assessed to Elsworth F. Evans, in Smith's Island Election District, Somerset County, Maryland, the sum of one dollars and fifty-seven cents state taxes, and eleven dollars and twenty-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 Crisfield Times, published in Crisfield, Maryland, and the Eastern Shore Republican, published in Princess Anne, 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 levy and notice, with interest thereon, said taxes would be collected by process of law;

That on the 30th of June, 1930, the said Commissioners, mad 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 Treasurer of said Somerset County, in pursuance of his duties as

Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Elsworth F. Evans, in Smith's Island Election District, Somerset County, Maryland, the sum of one dollar and fifty-three cents state taxes, and ten dollars seven cents county taxes, and that such taxes were due 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 to the same to the person, persons or corporate institution to whom the same were assessed, or to the agent of said person, persons or corporate institution, 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, said taxes would be collected by process of law;

That in the month of June, 1931, the said Commissioners did make an annual levy of state and county taxes upon the taxable property of said county, and that sixty days after said levy, Harry E. Muir, then Treasurer of said Somerset County, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 Commissioners did levy upon the property assessed to Elsworth F. Evans, in Smith's Island Election District, Somerset County, Maryland, the sum of one dollar and fifty-three cents state taxes, and ten dollars and sixty-seven cents county taxes, and that said taxes were due and in arrears on January 1st, 19332;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to said, the Eastern Shore Republican, published in Prncess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and that the said Harry E. Muir, 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, 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 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, said taxes would be collected by process of law;

That on the 29th of June, 1932, the said 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 E. Muir, then County Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 elections district and alphabetically for every district, and shwoing 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 Commissioners did levy upon the property assessed to Elsworth F. Evans, in Smith's Island Election District, Somerset County, Maryland, the sum of one dollar and fifty-three cents state taxes, and nine dollars and seventy-six cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, then County Treasurer and Collector as aforesaid, prepared the tax bills of 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 tax 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 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1929, 1930, 1931 and 1932, being still due and in arrears constituted a lien upon the real estate of the said Elsworth F. Evans, in Smith's Island Election District, Somerset County, Maryland, and I, the said Carlos Bozman, having found it necessary to enforce the payment of said taxes for said years by a sale of said real estate, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, did, on Wednesday, December 11th,1935, at or about the hour of two O'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcelof land being the real estate assessed to the said Elsworth F. Evans, in Smith's Island Election District, Somerset County, Maryland, and described as follows:

No. 34. All that lot in said district, county and state, size 129 ft. by 160 ft. and improvements, in Ewell, adjoining the lands of C. Somers, W. W. Evans and L. D. Evans, and assessed to Elsworth F. Evans for 1928, 1929, 1930, 1931 and1932, 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 bodder therefor, at and for the sum of eighty-four dollars and four cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day fo July, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid,personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit "A" referred to inthe foregoing report 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 Wednesday, December 11th, 1935, 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 Smith's Island Election District, and one lot of land in Lawson Election District, marked No. A., 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 withthe interest and costs.

No. 34. All that lot, size 129 ft. by 160 ft. and improvements, in Ewell, adjoining the lands of C. Somers, W. W. Evans and L. D. Evans, and assessed to Elsworth F. Evans for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman

CARLOS BOZMAN,

COUNTY TREASURER, SOMERSET COUNTY.

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 Smith's Island Election District, Somerset County, Maryland, assessed to Elsworth F. Evans, for 1929, 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4868 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on December 11th, 1935, of land in Smith's Island Election District, Somerset County, Maryland, in Ewell, size 129 ft. by 160 ft., adjoining the lands of C. Somers, W. W. Evans, and L. D. Evans, assessed to Ellsworth F. Evans for 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of eighty-four dollars and 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 22nd day of July, 1936, 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 24th of August, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 30th of September, 1936, 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 $84.04.

James M. Crockett

Judge.

And now at this day to wit, on the 11th day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 11th day of January, 1937, by the Circuit Court for Somerset County, Maryland, 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 Jones, Clerk.

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In the matter of the tax sale of real estate in Smith's Island Election District, Somerset County, Maryland, assessed to Benjamin F. Evans and wife, for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	
	)	No. 4867 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.
County Commissioners of Somerset County, Maryland, Purchaser.	)	
	)	

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 Commissioners did levy upon the property assessed to Benjamin F. Evans and wife, in Smith's Island Election District, Somerset County, Maryland, the sum of two dollars state taxes, and eighteen 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, set of 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 Commissioners made an annual levy of state and county taxes upon the property in said county, and that sixty days after said levy the said Harry T. Phoebus, then Treasurer of Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Benjamin F. Evans and wife, in Smith's Island Election District, Somerset County, Maryland, the sum of two dollars and fifty-four cents state taxes, and sixteen dollars and seventy-five 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,purlished in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry T. Phoebus, then 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 or persons or corporate institution to whom the property included in said tax 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 29th of June, 1931, the said Commissioners made an annual levy of state and county taxes on the taxable property in said county, and that sixty days after said levy, Harry E. Muir, then County Treasurer and Collector of said Somerset County, in pursuance of his duties as clerk to said Commissioners,made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 saidlevy the said Commissioners did levy upon the property of Benjamin F. Evans and wife, of Smith's Island Election District, Somerset County, Maryland, the sum of two dollars

and fifty-four cents state taxes, and seventeen dollars and seventy-six cents county taxes, and that said taxes were due and in arrears on the first day of January, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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, set of 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 on the 29th of June, 1932, the said 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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;

That by said levy, the said Commissioners, did levy upon the property of Benjamin F. Evans and wife, in Smith's Island Election District, Somerset County, Maryland, the sum of two dollars and fifty-four cents state taxes, and sixteen dollars and twenty-four cents county taxes, and that said taxes were due and in arrears on the first dayof January,1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, then 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, 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, 1930, 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of said Benjamin F. Evans, in Smith's Island Election District, Somerset County, Maryland, and I, the said Carlos Bozman, 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 be 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of saidnotice and advertisement, did, on Wednesday, December 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to the said Benjamin F. Evans and wife, in Smith's Island Election District, Somerset County, Maryland, described as follows:

No. 25. All that lot size 40 ft. by 150 ft. and improvements, in Rhodes Point, on the creek and adjoining the lands of R. Hoffman and A. W. Evans, and assessed to Benj. A. Evans and wife for 1929, 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of one hundred and forty-four dollars and fifty-five 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of July, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing report, 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, December 11th, 1935, 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 Smith's Island Election District, and one lot of land in Lawson Election District, marked No. A, 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. 25. All that lot, size 40 ft. by 150 ft., and improvements, on Rhodes Point, on the creek and adjoining the lands of R. Hoffman and A. W. Evans, and assessed to Benj. F. Evans and wife for 1926, 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman
CARLOS BOZMAN
County Treasurer, Somerset County.

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 Smith's Island District, Somerset County, Maryland, assessed to Benjamin F. Evans and wife, for 1929, 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	) No. 4867 Chancery) In the Circuit Court for (Somerset County, Maryland.)

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on December 11th, 1935, of land in Smith's Island ElectionDistrict, Somerset County, Maryland, at Rhodes Point, size 40 ft. by 150 ft.,adjoining the lands of R. Hoffman and A. W. Evans, and assessed toBenj. F. Evans and wife for 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and forty-four dollars and fifty-five 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 22nd day of July, 1936, 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 24th of August, 1936, warning all personsinterested in said propetty to be and appear in this Court, in person or by solicitor on or before the 30th of September, 1936, 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 $144.55.

James M. Crockett

Judge.

And now at this day to wit, on the 11th day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid and on motion of the said Collector by his solicitor aforesaid,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 Nisis 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 11th day of January, 1937, 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 Jarvis, Clerk.

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In the matter of the tax sale of real estate in Smith's Island District, Somerset County, Maryland, assessed to Andrew P. Bradshaw for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-second day of July, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the Smith's Island Election District of Somerset County for the years 1929, 1930, 1931 and 1932, 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 Smith's Island District, Somerset County, Maryland, assessed to Andrew P. Bradshaw for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4866 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said 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 Commissioners did levy upon the property assessed to Andrew P. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, the sum of no dollars and eighty-eight cents state taxes, and six dollars and twenty-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 Crisfield Times, published in Crisfield, Maryland, and the Eastern Shore Republican, published in Princess Anne, 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 levy and notice, with interest thereon, said taxes would be collected by process of law;

That on the 30th of June, 1930, the said Commissioners mad 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 Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Andrew P. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, the sum of no dollar and Eighty-five cents state taxes, and five dollars sixty-one cents county taxes, and that such 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 to the same to the person, persons or corporate institution to whom the same were

assessed, or to the agent of said person, persons or corporate institution, 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, said taxes would be collected by process of law;

That in the month of June, 1931, the said Commissioners did make an annual levy of state and county taxes upon the taxable property of said county, and that sixty days after said levy, Harry E. Muir, then Treasurer of said Somerset County, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Andrew P. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, the sum of no dollar and eighty-five cents state taxes, and five dollars and ninety-five cents county taxes, and that said taxes were due and in arrears on January 1st, 19332;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to said, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and that the said Harry E. Muir, then County Treasurer and Col-lector as aforesaid, prepared the tax bills for every taxpayer and forwarded the same by mail or delivered the same to 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 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, said taxes would be collected by process of law;

That on the 29th of June, 1932, the said 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 E. Muir, then County Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 district and alphabetically for every district, and shwoing 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 Commissioners did levy upon the property assessed to Andrew P. Bradhsaw, in Smith's Island Election District, Somerset County, Maryland, the sum of no dollar and eighty-five cents state taxes, and five dollars and forty-four cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, then County Treasurer and Collector

as aforesaid, prepared the tax bills of 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 tax 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 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1929, 1930, 1931 and 1932, being still due and in arrears constituted a lien upon the real estate of the said Andrew P. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, and I, the said Carlos Bozman, having found it necessary to enforce the payment of said taxes for said years by a sale of said real estate, 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 Carlos Bozman, County Treasurer and Collector as aforesaid, did, on Wednesday December 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to the said Andrew P. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, and described as follows:

No.2. All that lot, size 90 ft. by 200 ft. and improvements, in Ewell, on the county road and adjoining the lands of Theo. Tyler and G. Middleton, and assessed to Andrew P. Bradshaw for 1929, 1930, 1931 and 1932, and sold the same to the County Commissioners of Somerset County, Maryland, they being then and there the highest bidder therefor, at and for the sum of thirty-two dollars and fifty-five 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day fo July, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing report 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 Wednesday, December 11th, 1935, 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 Smith's Island Election District, and one lot of land in Lawson Election District, marked No. A., 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 theinterest and costs.

No. 2. All that lot, size 90 ft. by 200 ft., and improvements in Ewell, on the County road, and adjoining thelands of Theo. Tyler and G. Middleton, and assessed to Andrew P. Bradshaw for 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN,

COUNTY TREASURER, SOMERSET COUNTY.

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 Smith's Island Election District, Somerset County, Maryland, assessed to Andrew P. Bradshaw, for 1929, 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4866 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on December 11th, 1935, of land in Smith's Island Election District, Somerset County, Maryland, in Ewell, size 90 ft. by 200 ft., on the county road and adjoining the lands of Theo. Tyler and G. Middleton, and assessed to Andrew P. Bradshaw for 1929, 1930, 1931 and 1932, made to the County Commissioners of said Somerset County for the sum of thirty-two dollars and fifty-five 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 22nd day of July, 1936, 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 24th of August, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 30th of September, 1936, to show cause, if any they have, why said sale shall not be ratified and confirmed.

James M. Crockett,

Judge.

And now at this day to wit, on the eleventh day of January, in the year nineteen hundred and thirty-six, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 the 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 11th day of January, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, that the foregoing report of sale and the sale therein reported by 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 Fawes, Clerk.

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In the matter of the tax sale of real estate in Smith's Island Election District, Somerset County, Maryland, assessed to A. A. Bradshaw, for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit, on the twenty-second day of July, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the Smith's Island Collection District of Somerset County for the years 1929, 1930, 1931

and 1932, by his solicitor, L. Creston Beauchamp, 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 Smith's Island Election District, Somerset County, Maryland, assessed to A. A. Bradshaw, for the years 1929, 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	No. 4865 Chancery In the Circuit Court for Somerset County, Maryland.

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

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, 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 Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 Commissioners did levy upon the property assessed to A. A. Bradshaw, in Smith's Island 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, set of 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 imterest 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 Commissioners, made an annual levy of state and county taxes upon the property in said county, and that sixty days after said levy the said

Harry T. Phoebus, then Treasurer of Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of A. A. Bradshaw, in Smith's Island Election District, Somersst County, Maryland, the sum of one dollars 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, purlished in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry T. Phoebus, then 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 tax bills was assessed, so far as their residence or poat 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 29th of June, 1931, the said Commissioners made an annuallevy of state and county taxes on the taxable property in said county, and that sixty days after said levy, Harry E. Muir, then County Treasurer and Collector of said Somerset County, in pursuance of his duties as clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 Commissioners did levy upon the property of A. A. Bradshaw, of Smith's Island Election District, Somerset County, Maryland, the sum of one dollars and six cents state taxes, and seven dollars and forty-four cents county taxes, and that said taxes were due and in arrears on the first day of January, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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, set of 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 on the 29th of June, 1932, the said 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 district, and alphabetically for every district;

That by said levy the said Commissioners did levy upon the property of A. A. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, the sum of one dollars and six cents state taxes, and sixdollars and eighty cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, then 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, 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 Octobernext 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, 1930, 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of said A. A. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, and I, the said Carlos Bozman, 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 bo 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 Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Wednesday, December 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to the said A. A. Bradshaw, in Smith's Island Election District, Somerset County, Maryland, described as follows:

No. 1. All that lot and improvements, size 80 ft. by 170 ft., in Tylerton, adjoining the Cemetery and the lands of W. C. Smith, H. Bradshaw and Ira Smith, and assessed to A. A. Bradshaw for1929, 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of fifty-nine dollars and twenty-one 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of July, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing report 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, December 11th, 1935, 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 Smith's Island Election District, and one lot of land in Lawson Election District, marked No. A, 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. 1. All that lot and improvements, size 80 ft. by 170 ft., in Tylerton, adjoining the Cemetery and the lands of W. C. Smith, H. Bradshaw and Ira Smith, and assessed to A. A. Bradshaw for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman
CARLOS BOZMAN,
County Treasurer, Somerset County.

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 Smith's Island Election District, Somerset County, Maryland, assessed to A. A. Bradshaw for 1929, 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4865 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on December 11th, 1935, of land in Smith's Island Election District, Somerset County, Maryland, in Tylerton, size 80 ft. by 170 ft., adjoining the Cemtery and the lands of W. C. Smith, H. Bradshaw and Ira Smith, and assessed to A. A. Bradshaw for 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of fifty-nine dollars and twenty-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 22nd day of July, 1936, 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 twenty-fourth day of August, 1936, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the thirtieth day of September, 1936, 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 $59.21.

James M. Crockett

Judge.

And now at this day to wit, on the 11th day of January, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 11th day of January, 1937, 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 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 first day of the same month, in the year of our Lord one thousand nine hundred and thirty-seven.

Were present,

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

Wm. H. Dryden, 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 Asbury Election District, SomersetCounty, Maryland, assessed to Luther Nelson for 1931 and 1932, made and reported to Carlos Bozman, 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 twenty-third day of November, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and County taxes for Asbury Election District of Somerset

County for the years 1931 and 1932, 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 Asbury Election District, Somerset County, Maryland, assessed to Luther Nelson for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4957 Chancery In the Circuit Court for Somerset County, Maryland.

To the honorable, the Judge of said Court.

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of Somerset County, Maryland, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said county, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Luther Nelson, in Asbury Election District, Somerset County, Maryland, the sum of one dollar and no cents state taxes, and seven dollars and no cents county taxes; that in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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, 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 succeedingsaid levy, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment lists for said county in books supplied by said 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 Commissioners did levy upon the property of Luther Nelson, in Asbury Election District, Somerset County, Maryland, the sum of one dollars and no cents state taxes and six dollars and forty cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears, constituted a lien upon the real estate of the said Luther Nelson, in Asbury Election District, said Somerset County, and I, the said Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset 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 the judgment of the said Treasurer, 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 said county, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement did, on Friday, August 9th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or parcel of land, being the real estate assessed to Luther Nelson in Asbury Election District, said county and state, described as follows:

No. 73. All that lot in Asbury Election District, Somerset County, Maryland, containing ½ acre, more or less, and the improvements thereon, adjoining the lands of Charles Moore, W. C. Nelson, and O. F. Peyton, and assessed to Luther Nelson for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, 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 bidder therefor, at and for the sum of eighty-one dollars and ninety-three 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of November, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

R. Mark White, J. P.

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

TREASURER'S SALE FOR TAXES
IN AS BURY DISTRICT

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 Friday, August 9th, 1935, 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 Asbury Election District, Somerset County, Maryland, hereinafter severally mentioned

and described, to pay 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 interest and costs.

No. 73. All thatlot containing ½ acre, more or less, and the improvements thereon, adjoining the lands of Charles Moore, W. C. Nelson and O. F. Peyton, and assessed to Luther Nelson for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN,

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 Asbury Election District, Somerset County, Maryland, assessed to Luther Nelson for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland, Purchaser.	No. 4957 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on August 9th, 1935, of land in Asbury Election District, Somerset County, Maryland, containing ½ acre, more or less, and improvements, adjoining the lands of Chas. Moore, W. C. Nelson and O. F. Peyton, and assessed to Luther Nelson for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of eighty-one dollars and ninety-three cents, now fully paid, having been presented to the Court and examined, and it appearing that the provisions of law in relation thereto have been complied with;

It is thereupon, this 23rd day of November, 1936, 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 nineteenth day of December, 1936, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 30th day of January, 1937, 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 $81.93.

James M. Crockett

Judge.

And now at this day to wit, on the third day of March, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this third day of March, 1937, 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 there upon it 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.

In Re:)
The Mortgaged Real Estate of)
L. B. MacDowell and L. Jean)
MacDowell, his wife)
_____)

Be it remembered that heretofore, to wit, on the ~~twenty-third~~ tenth day of ~~January~~ December, in the year nineteen hundred and thirty-~~seven~~ six, a certain Thomas M. Harrington, of Baltimore City and State of Maryland, in his proper person, exhibited and filed inthe Circuit Court here, the original of a certain mortgage executed and delivered to The Federal Land Bank of Baltimore by a certain L. B. MacDowell and L. Jean MacDowell, his wife of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, made the twenty seventh day of April in the year nineteen hundred and twenty eight, between L. B. MacDowell and L. Jean MacDowell, his wife; of Somerset County, in the State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), of the first part, and The Federal Land Bank of Baltimore, of the city of Baltimore, in the state of Maryland, hereinafter called "Bank", of the second part,

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Bank in the principal sum of $5000.00, this day lent said Mortgagor by said Bank;

AND WHEREAS, said Mortgagor has executed and delivered to said Bank his promissory note, of even date herewith, for said principal sum of $5000.00 and interest thereon at the rate of Five per centum per annum, payable to the order of said Bank in Seventy One semi-annual instalments of $150.00 and a final instalment of $232.71, the first of said instalments being payable six months from the date hereof and the others being payable successively every six months thereafter until the whole debt, principal and interest, has been paid; all of said instalments being based on the amortization plan as providedfor in The Federal Farm Loan Act; and the better to secure the payment of said principal sum and interest inthe manner and at the times above set out this mortgage is executed and delivered;

NOW THEREFORE, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Bank, its successors and assigns, ALL that certain tract or parcel of land situate in Westover Election District, Somerset County, in the State of Maryland, described as follows:

BEGINS at a stone on the west side of the State Road leading from Westover to Princess Anne at the northeast corner of the land of Charles R. Long, represented on the plat atthe letter "A", and runs thence by and with the west side of the said State Road the eight following courses and distances, viz: North 1°45' west, 62 perches, north 6°15' west, 7.75 perches, North 10° 15' west, 7.9 perches, North 11°15' West, 47 perches, North 5°30' West, 9 perches, North 00° 45 East, 15.8 perches, North 2°00' East, 8.12 perches, North 4°00' East, 45.64 perches to a parcel of land sold to Charles Dashiell; thence with said parcel North 85°00' West, 25.3 perches; thence with said Dashiell lot and the lot of William Johnson, North 3°15' East, 25.6 perches to an iron bounder at the northwest corner of said William Johnson's lot; thence North 86° 20' West, 77.6 perches to a line of marked trees; thence South 6°35' west, 38 perches, South 5° 15' west, 21 perches to a marked white oak; thence South 4°30' West, 40.4 to a marked white oak; thence South 4°45' West, 26 perches to an angle in a dithc; thence with the middle of said ditch, South 4°35(West, 58 perches to bend in ditch; thence leaving ditch South 4°45' West, 37 perches to a marked Holly; thence South 4°45' West, 25.9 perches to a marked white gum; thence South 1°45' East, 4 perches to a large butted black gum in the stream of Back Creek; thence with the said creek the thirteen following courses and distances, viz: North 41°30' East, 6.4 perches, North 78°30' East, 5;8 perches, South 84° 15' East, 12 perches, South 50°30' East, 6 perches, South 62°45' East, 6.2 perches, South 1°45' East, 11.28 perches, South 47°00' East, 13 perches, South 48°30' East, 14 perches, South 49°45' East, 8 perches, South 14°30' East, 18.8 perches,

South 16°00' East, 10 perches, South 54°15' East, 3 perches, South 20°15' East, 2.4 perches; thence North 81°30' East, 4.9 perches to a marked red oak; thence by and with the land of Charles R. Long the six following courses and distances, viz: North 9°25' West, 16 perches, North 6°00' West, 19 perches to a marked white gum, North 00°15' East, 18.2 perches to a stone, North 46°45' East, 13.25 perches to a stone, North 16°10' East, 21.68 perches to a stone under the fence, South 88°15' East, 40.68 perches to the beginning, containing one hundred and seventy one and one half acres of land more or less.

BEING the same land that was conveyed to George McDowell and Emeline McDowell, his wife, by deed from Mary A. Ross and William H. Ross, her husband, dated June 22, 1909, and recorded among the Land Records of said county in Liber S. F. D. 52, folio 167.

BEING also the same land that was conveyed to said L. B. MacDowell, in the name of L. B. McDowell, and to his wife, said L. Jean MacDowell, in the name of L. Jean McDowell by deed from said George McDowell and wife, which deed has been admitted to record among said Land Records prior to the recordation of thismortgage.

Together with the buildings and imporvements thereon and all the rights, privileges, and appurtenances thereto belonging or in any way appertaining.

For a further description of the land hereby conveyed, reference is made to the application of said Mortgagor for this loan and to the abstract of title made by the bonded abstractor and all correspondence which are the basis of this loan.

This mortgage is subject to all conveyances and reservations of sub-surface rights and of easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns, shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect.

This mortgage is made to said Bank as a federal land bank doing business under an act of the Congress of the United States of America known as The Federal Farm Loan Act, and amendments thereof and is to be in all respects subject to and governed by the terms and provisions thereof; provided, however, that in lieu of the provision therein in regard to payments on the loan after the expiration of the five year period, it is understood and agreed that after five years from the date of this mortgage, said Mortgagor may upon any regular instalment payment date make any number of full instalment payments on account of the principal of this loan, or pay the entire amount then due. Such additional instalment payments so made, if any, shall not reduce thereafter the periodical instalment payments herein contracted to be made, but shall operate to discharge the debt secured hereby at an earlier date by reducing the percentage of such anticipated instalment payments applicable to interest and increasing the percentage applicable to principal.

Said Mortgagor covenants that he will warrant generally the property hereby conveyed; that he has a good right to convey the same; that the same is free from all incumbrances; that he will execute such further assurances of said land as may be requisite; that he will pay or cause to be paid said principal sum and all accrued interest thereon at the times and in the manner herein provided for; that as to all such instalment payments that may not be paid when due he will pay interest thereon from the date of maturity until paid at the highest rate allowable under the laws of this state not exceeding eight per centum per annum; that he will pay when due all taxes, assessments, public dues and charges now or hereafter to be levied or assessed on said property and will forthwith send to said Bank his receipts for such payments; that he will during the life of this mortgage keep insured to the satisfaction of said Bank and of The Federal Farm Loan Board in the amount of at least $3000.00 all buildings on said land the value of which was a factor in determining the amount of said loan and will cause such insurance to be made payable

to said Bank as its interest may appear at the time of loss andwill deliver or cause to be delivered the policy or policies for the same to said Bank, and if at his option and subject to the general regulations, if any, of The Federal Farm Loan Board, he exercises his election to have any of the sums so received by the Bank used for the reconstruction of the buildings destroyed, it shall be optional with said Bank as to what insurable buildings shall be so reconstructed or replaced and as to how and to whom it shall disburse or dispose of the money during the progress of the work of reconstruction and that if it elects to turn the money over directly to the mortgagor the same will be forthwith applied by him to the reconstruction of such buildings, and in the absence of any such general regulation of The Federal Farm Loan Board on the subject, when said Bank shall have mailed to him at his latest known address its draft or check for such sum or sums, the same shall be a valid acquittance to it of all obligation or liability against it in regard to the disposition of such sum or sums, any claim of any person to the contrary notwithstanding; that upon his failure to pay when due any such taxes, assessments, public dues or charges, or upon his failure to take out such insurance, made payable as above provided, said Bank may pay such taxes, assessments, public dues or charges and take out such insurance and the sum or sums so paid by it shall become a part of this mortgage debt and be due and payable immediately when so paid, together with simple interest thereon at the highest rate allowable under the laws of this state, not exceeding eight per centum per annum; that he will not alien, by deed, mortgage or otherwise, the property hereby conveyed without first having notified said Bank in writing and received its written consent for the same; that the representations made to said Bank by him in his application for this loan as to the purpose or purposes for which the money lent on this mortgage was borrowed are true, and that hewill apply the money so secured for such purpose or purposes; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the property hereby conveyed, whether such option, lease, right or privilege be at present or later operated or exercised, he will pay to, and he hereby assigns to said Bank, all such rents, profits, royalties and revenues, and such sum or sums, when received by it in amount sufficient to cover any full instalment payment, shall be applied by said Bank to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for; and that if in the opinion of said Bank this mortgage has not been so executed and recorded as to constitute a valid first lien on the property hereby conveyed, he will immediately and at his own expense have the same re-executed and re-recorded to the satisfaction of said Bank, and upon his failure so to do, said Bank may have the same done and any expense so incurred shall become a part of the mortgage debt and be due immediately upon payment by the Bank, with interest from the date of payment.

Said Mortgagor durther covenants that upon the failure of said Mortgagor, his heirs, personal representatives and assigns, to perform any one or more of the covenants or obligations herein undertaken by him, then at the election of said Bank, its successors or assigns, the whole of the debt hereby secured shall thereupon become immediately due and demandable and it shall be lawful for said Bank, its successors or assigns, at any time after the exercise of such election to sell for cash the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection or attorney's fee of five per centum of the face of the note hereby secured, and to grant and convey said property to the purchaser, his heirs or assigns;

which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land or a part thereof lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county, and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of thepurchase price, second to the balance, principal and interest, unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note, and the balance, if any, shall go to the mortgagor, his personal representative or assigns or to whoever may be entitled thereto.

Said Mortgagor further covenants that if, after such election by the Bank to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Bank is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so-reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Bank; and that if after the exercise by said Bank of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Bank shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed; and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Bank makes its election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

WITNESS the hands and seals of the said Mortgagor.

L. B. MacDowell (SEAL)

Test: Vernon E. White. L. Jean MacDowell (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 28th day of April, in the year one thousand nine hundred and twenty eight, before me, the subscriber, a notary public of the state of Maryland, in and for the county aforesaid, personally appeared L. B. MacDowell and L. Jean MacDowell, his wife, and acknowledged the foregoing mortgage to be their act; and that at the same time appeared J. E. Holland and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above written.

Vernon E. White, SEAL OF
Notary Public NOTARY

My commission expires May 6th, 1929.

Left for record on the 30th day of April, 1928, Recorded in G. W. L. No. 96, folio 427.

Geo. W. Lawson, Clerk.

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.

IN WITNESS WHEREOF the said The Federal Land Bank of Baltimore has caused these presents to be executed on its behalf by G. F. O'Neill, its Vice-President, and its corporate seal to be hereunto affixed attested by J. B. Vaughn, its Assistant-Secretary, this 8th day of December, 1936.

ATTEST: CORPORATE THE FEDERAL LAND BANK OF BALTIMORE

J. B. Vaughan SEAL BY: G. F. O'Neill

Assistant-Secretary Vice-President.

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 AND 00/100 ($5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of January in the year of our Lord One thousand nine hundred and thirty-seven.

Whereas, the above bounden Thomas M. Harrington by virtue of the power contained in a mortgage from L. B. MacDowell and L. Jean MacDowell, his wife to Federal Land Bank of Baltimore bearing date the 27th day of April, 1928 and recorded among the mortgage records of Somerset County in Liber G. W. L. No. 96 folio 427 and duly assigned of record to the 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

Clarice B. Pelton Thomas M. Harrington (SEAL)

CORPORATE FIDELITY AND DEPOSIT COMPANY OF MARYLAND

As to Surety: SEAL By H. L. Jenness,

By G. Gillis. H. L. Jenness, Attorney-in-Fact.

Which said bond was thus thereon endorsed, to wit:

Bond Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-third day of January, in the year nineteen hundred and thirty-seven, the said Assignee exhibited and filed inthe 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:	)	No. 4965 Chancery
The Mortgaged Real Estate of	)	In the Circuit Court for
L. B. MacDowell and L. Jean	)	Somerset County, Maryland
MacDowell, his wife.	)	(In Equity)
	)	

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Thomas M. Harrington, Assignee, respectfully represents:

That under and by virtue of Power of Sale contained in a mortgage from L. B. MacDowell and L. Jean Mac Dowell, his wife, to The Federal Land Bank of Baltimore, a body corporate, dated April 27, 1928, and recorded among the Land Records of Somerset County, Maryland, in Liber G. W. L. No. 96, folio 427, which mortgage was duly assigned by the said The Federal Land Bank of Baltimore to the said Thomas M. Harrington, for the purpose of foreclosure and collection, default having occurred in the payment of the principal amount secured by said mortgage and in other covenants in said mortgage contained, after having given bond with approved security,and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in 'The Marylander & Herald', a newspaper published in Princess Anne, Somerset County, Maryland, your Assignee did attend at the Court House in Princess Anne, Somerset County, Maryland, on Tuesday, January 19, 1937, at 2:30 o'clock P. M., and did then and there sell at public auction unto The Federal Land Bank of Baltimore, at and for the sum of $4100.00, it being at that figure the highest and best bidder therefor, the following described property, to wit:-

All that farm containing 171½ acres of land, more or less, situate in the Westover Election District of Somerset County, State of Maryland, and BEING all and the same land that was conveyed to the said L. B. MacDowell, in the name of L. B. McDowell, and L. Jean MacDowell, his wife, in the name of L. Jean McDowell, by deed from George McDowell and wife, dated April 19, 1928, and recorded among the aforesaid Land Records in Liber G. W. L. No. 96, folio 424.

BEING ALSO all and the same property conveyed by the mortgage first herein mentioned, to which deed and mortgage reference is hereby made for a more particular description of this land.

Said sale being made usbject to the legal operation and effect of a pole line right of way in favor of the Chesapeake & Potomac Telephone Company.

Your Assignee further reports that the purchaser has agreed to comply with the terms of sale.

All of which is respectfully submitted.

Thomas M. Harrington,
THOMAS M. HARRINGTON,
ASSIGNEE.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I hereby certify that on this 22nd day of January, 1937, 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, Assignee aforesaid, and made oath indue form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein stated to the best of his knowledge, information and belief, and that the sale therein reported is bona fide and was fairly made.

AS WITNESS, my hand and notarial seal the day and year first above written.

Nellie Eisinger SEAL OF
Notary Public NOTARY
My commission expires 5/3/37.

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

In Re:	)	No. 4965 Equity.
The Mortgaged Real Estate of	)	In the Circuit Court for
L. B. MacDowell and L. Jean	)	Somerset County, Maryland.
MacDowell, his wife.	)	(In Equity)
	)	

ORDER NISI

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Thomas M. Harrington, Assignee in the above cause described, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of February, 1937, provided a copy of this Order be inserted in some newspaper published in Somerset County, Maryland, once in each of these successive weeks before the 23rd day of February, 1937.

The Report states the amount of sale to be $4100.00.

J. Millard Tawes

Clerk of the Circuit Court for
Somerset County, Maryland.

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

FINAL ORDER

ORDERED, by the Court this 3rd day of March, 1937, that the sale made and reported by Thomas M. Harrington, Assignee, aforesaid, in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although the notice appears to have been given as required by the Order Nisi passed in said cause and the Assignee is hereby allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

James M. Crockett

Judge.

And there upon it 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 Re:	)	Be it remembered that heretofore to wit, on the
The Mortgaged Real Estate of	)	tenth day of December, in the year nineteen hund-
Robert C. Hupke and Julia Hupke,	)	red and thirty-six, a certain Thomas M. Harrington,
his wife.	)	of Baltimore City 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 Robert C. Hupke and Julia Hupke, his wife, of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, made this Fifteenth day of May in the year one thousand nine hundred and twenty two, by and between Robert C. Hupke and Julia Hupke, 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 Sixty Six Hundred Dollars

($6600.00), current money, this day loaned the said party of the first part by said Bank, the receipt whereof is hereby duly acknowledged; and,

WHEREAS, The said party of the first part has executed and delivered unto the said Bank, a promissory note, dated on the First day of May, 1922, for said principal sum of Sixty Six Hundred Dollars, with interest thereon at the rate of six per centum, per annum, payable to the order of said Bank in Sixty Five semi-annual payments of Two Hundred Thirty One Dollars and No Cents each and a final payment of One Hundred Ninety Two Dollars and Sixty Four Cents, said payments beginning six months from the date thereof; 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:-

Two certain tracts or parcels of land in Dublin election district, Somerset County, in the state of Maryland, containing in the aggregate four hundred and forty-nine (449) acres, more or less.

The first of said tracts, containing 140½ acres, is all of the tract of 211 acres, that was conveyed to said Robert C. Hupke and wife by deed from Isaac J. Landing and wife, dated January 24, 1920, and recorded among the land records of said county in Liber W. J. S. No. 80, folio 27, less 70½ acres, part thereof which was conveyed to Ralph W. Porter by deed from Robert C. Hupke and others, dated December 3, 1921, and recorded among said records in liber W. J. S. No. 85, folio 229.

Said tract of 211 acres is bounded and described as follows: Beginning for the same on the north or northeast side of said road at the line of a certain Edward McD. Moore and thence running in about a northeasterly direction toward Princess Anne by and with said road to what is called Porters Corner, said corner being at the intersection of said road and another road running perpendicular thereto toward Perry Hawkin and to the home of Bernie Dryden; thence in a north or northeasterly direction by and with the last mentioned county road leading to Perry Hawkin, as aforesaid, to the line of a certain Charles Dryden; thence in about an east or southeasterly direction by and with the line of the said Charles Dryden and a part of what is commonly called the Rush Porter Tract to the line of Edward McD. Moore; thence continuing in about the same direction by and with the line of the said Moore to the east corner of the land hereby conveyed, and thence about a southwesterly direction by and with the line of the said Moore to the county road, the place of beginning.

Said tract of 70½ acres is contained within the following courses and distances: Beginning for the same at the intersection of two county roads at a place called "Porter's Corner", as shown on the plat herewith filed and recorded at letter "A"; thence running by and with the county road leading from Princess Anne to Pocomoke City, the three following courses and distances, viz: S. 50°25' E. 38 poles; S. 72.10 E. 72 po.; S. 67½ E. 27¾ po. to a post by a stone boundary; thence running N. 7 E. part the distance by and with the middle of a ditch and the land retained by the grantors to an angle in said ditch thence running by and with a ditch and Charles Dryden's land N. 71 W. 105 po. to the county road; thence running by and with said county road, S. 25 W. 81 po. to the place of Beginning.

The second of said tracts, containing 298½ acres, is the same land that was conveyed to said Robert C. Hupke and wife by deed from Edgar D. Newman, Receiver, dated November 8, 1920, and recorded among said records in Liber W. J. S. No. 81, folio 419, and is more particularly

described asfollows: Beginning at a marked maple tree standing on the north side of the said county road leading from Princess Anne to Pocomoke City over Anderson's Bridge nearly in front of the public school house door; thence running by and witn the north side of said county road N. 71 W. 16 po.; thence S. 51 W. 452 po. to the 8th course of the deed from the Valley Realty Company, incorporated, to the Valley Building and Loan Association, Incorporated, dated June 21st, 1910, and duly recorded among the land records of Somerset County, in Liber S. F. D. No. 55, folio 226, which deed conveys the same tract of land herein conveyed, 37 po. from the beginning of said 8th course; thence running the 9 courses and distances next following;N. 56¼ W. 43 po. to a pine tree on the north side of Prior's Old Road; thence No. 16¼ E. 180 po. to a marked perismmon tree and stone on the north side of a ditch; thence N. 60½ E. 68 po., thence N. 59 E. by and with the land of B. Rush Porter, 12½ po. to a galvanized pipe driven in the ground at the intersection of two ditches; thence N. 59 E. by and with the middle of said ditch, 16 po.; thence 46½ E. 118 po. to a persimmon tree and stone at the end of said dithc; thence N. 23½ E. 14 po. and 13 lks. to the north side of the said county road; thence running by and with the aforesaid county road S. 67½ E. 26 po.; S. 71 E. 137 po.; thence S. 71 E. reversing the first line 16 po. to the place of beginning, containing 303½ acres of land, more or less, excepting five (5) acres and four (4) poles of said land described as follows: Beginning at a stake on the east side of the public road near the school house lot; thecne crossing the road and withthe fence on the west side of the old road S. 82½ W. 28 po. to a stake on the east edge of a ditch; thence up the same N. 74½ W. 54.20 po. to a stake in the southeast side or bank of another ditch; thence with the same N. 51½ E. 17½ po. to a stake on the east side of a road; thence down the road S. 71¾ E. 69.92 po. to theBeginning.

This mortgage is subject to all easements of record affecting the lands 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 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 par, or the heirs, personal representatives or assigns of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for payment herein set forth, as and when the same may be due and payable, and shall perform all the covenants herein to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said Bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under the "Federal Farm Loan Act," approved July 17th, 1916, and amendments thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments, at the highest rate allowed by this State, not to exceed eight per cent. per annum, accounting from the date of such default.

In the event that party of the first part shall fail to pay any taxes, liens, judgments, or assessments against said premises when due, or to maintain insurance as herein provided for, the Bank may make such payments, or maintain such insurance, and the amount paid therefor shall become subject to the lien of this mortgage and bear interest from date of payment at the highest

rate allowed by this State, not exceeding eight per cent. per annum.

At any payment period after five years from date hereof, the party of the first part shall have the privilege of paying on the principal of the debt hereby secured, the sum of Twenty-five Dollars, or any multiple thereof, or the entire amount then due. Such additinnal 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 loanhereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall (at the option of the said Bank) become immediately due and demandable; and it shall be lawful for the said Bank, its successors and assigns, or its duly appointed Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in the County wherein said lands or a part thereof are situated, and such other notice as by the mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale, including a fee of Twenty-five Dollars and a commission to the party making sale of said property, of 5% on the amount of sale; secondly, to the payment of all claims of the said mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said party of the first part or the personal representatives or assigns of said party of the first part or to whomever may be entitled to the same; and if at any time after the execution, delivery and recordation of this mortgage, the Bank shall be impleaded or made a party to any suit or legal proceeding of any kind whatsoever, to subject the land hereby conveyed to the payment of liens or charges of any kind thereon, and in such proceeding it becomes necessary in the discretion of the Bank to retain and employ an attorney for the proper representation and protection of its interests, the said Bank shall be entitled to recover of the mortgagor the attorney's fee and commissions hereinabove provided for, fixed and allowed in cases of foreclosure by the Bank, which said attorney's fee and commissions shall attach and become immediately due upon the institution of such proceedings and retention and employment of an attorney by the Bank, and in either case shall become a part of the debt and demand secured to be paid by this mortgage and fully covered and protected by the lien thereby created.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage, allowed as commissions aforesaid, which said expenses, costs and commission the said party of the first part individually and on behalf of heirs, personal representatives and assigns hereby covenants to pay; and the said Mortgagee, its successors or assigns, or its duly appointed agent or attorney, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses, and commissions.

It is further covenanted and agreed that if the said party of the first part has heretofore given, made or granted to any person or corporation any option, lease, right or privilege for any mineral, coal, oil or other sub-surface, or surface right or rights, or for any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the lands conveyed by this indenture, or the property is in any way subject to any such option, lease, right or privilege, the rents, profits, royalties and revenues at any time arising from such option, lease, right or privilege during the continuance of this mortgage, and accruing to party of the first part, whether said option, lease, right or privilege be operated or exercised or not, at the time of the execution hereof, shall be paid over to said Bank and by it applied to the reduction of the principal of this mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors' interest in said option, lease, right or privilege for the purpose aforesaid; provided that in all cases where said option, lease, right or privilege has not been exercised or operated before the making of this indenture, but is thereafter exercised or operated, thereupon the party of the second part shall, at its election, have the right to demand of the party of the first part, payment in full of the debt secured to be paid by this indenture; provided, that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days' notice in writing to the party of the first part of such election and demand for payment of the said debt; and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface or surface right shall be made or granted upon, to or in connection with said lands herein described, subsequent to the execution of this indenture, without the consent of the said Bank having been first obtained in writing.

And the said party of the first part individually and on behalf of personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Twenty One Hundred Dollars and to cause the policy to be affected thereon, to be so framed or endorsed, as inthe 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.

Test: Vernon E. White

Robert C. Hupke (SEAL)
Julia Hupke (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this sixteenth day of May, in the year One Thousand Nine Hundred and twenty two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT C. HUPKE AND JULIA HUPKE, his wife, the Mortgagors named inthe aforegoing mortgage, and duly acknowledged the said Mortgage to be their Act; at the same time also appeared J. E. Holland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Vernon E. White, SEAL OF
Notary Public NOTARY

My commission expires May 4th, 1924.

Received for Record May 17th, 1922, and recorded in Liber W. J. S. No. 85, folio 579, one of the Land Records.

W. Jerome Sterling, Clerk.

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.

IN WITNESS WHEREOF the said The Federal Land Bank of Baltimore has caused these presents to be executed on its behalf by G. F. O'Neill, its Vice-President, and its corporate seal to be hereunto affixed attested by J. B. Vaughan, its Assistant-Secretary, this 8th day of December, 1936.

ATTEST: CORPORATE THE FEDERAL LAND BANK OF BALTIMORE
J. B. Vaughan SEAL BY: G. F. O'Neill
Assistant-Secretary Vice-President.

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 AND 00/100 ($5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of January in the year of our Lord one thousand nine hundred and thirty-seven.

Whereas, the above bounden Thomas M. Harrington by virtue of the power contained in a mortgage from Robert C. Hupke and Julia Hupke, his wife to Federal Land Bank of Baltimore bearing date the 15th day of May, 1922 and recorded among the mortgage records of Somerset County in Liber W. J. S. No. 85 folio 579 and duly assigned of record to the 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

Clarice B. Pelton — Thomas M. Harrington (SEAL)

As to Surety: — CORPORATE — FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By G. Gillis — SEAL — By H. L. Jenness

H. L. Jenness, Attorney-in-Fact

Which said bond was thus thereon endorsed, to wit:

Bond Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-third day of January, in the year nineteen hundred and thirty-seven, 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:	)	No. 4966 EQUITY
THE MORTGAGED REAL ESTATE OF ROBERT C. HUPKE and JULIA HUPKE, his wife.	)	IN THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND (IN EQUITY)
	)	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Thomas M. Harrington, Assignee, respectfully represents:

That under and by virtue of Power of Sale contained in a mortgage from Robert C. Hupke and Julia Hupke, his wife, to The Federal Land Bank of Baltimore, a corporation, dated May 15, 1922, and recorded among the Land Records of Somerset County, Maryland, in Liber W. J. S. No. 85, folio 579, which mortgage was duly assigned by the said The Federal Land Bank of Baltimore to the said Thomas M. Harrington for the purpose of foreclosure and collection, default having occurred in the payment of the principal amount secured by said mortgage and in other covenants in said mortgage contained, after having given bond with approved security, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in 'The Somerset News', a newspaper published in Princess Anne, Somerset County, Maryland, your Assignee did attend at the Court House in Princess Anne, Somerset County, Maryland, on Tuesday, January 19, 1937, at 2:30 o'clock P. M., and did then and there sell at public auction unto The Federal Land Bank of Baltimore, at and for the sum of $2100.00, it being at that figure the highest and best bidder therefor, the following described property, to wit:-

All those two certain tracts of land situate in Dublin Election District of Somerset County, Maryland, aggregating 439 acres, more or less, and being part of the land acquired by the said Robert C. Hupke and Julia Hupke, his wife, by deed from Isaac J. Landing and wife, dated January 24,1920, and recorded among the aforesaid Land Records in Liber W. J. S. No. 80, folio 27, and being all of the land acquired by the said Robert C. Hupke and wife by deed from Edgar D. Newman, Receiver, dated November 8, 1920, and recorded among said Land Records in Liber W. J. S. No. 81, folio 419. BEING ALSO all and the same land conveyed by the mortgage first herein mentioned, to which mortgage reference is hereby made for a more particular description of this land.

Your Assignee further reports that the purchaser has agreed to comply with the terms of sale.

All of which is respectfully submitted.

Thomas M. Harrington

THOMAS M. HARRINGTON,
ASSIGNEE

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 22nd day of January, 1937, 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, Assignee aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing report of Sale are true as therin stated to the best of his knowledge, information and belief, and that the sale therein reported is bona fide and was fairly made.

AS WITNESS, my hand and notarial seal the day and year first above written.

Nellie Eisinger SEAL OF
Notary Public NOTARY
My commission expires 5/3/37.

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

IN RE:	)	No. 4966 EQUITY
THE MORTGAGED REAL ESTATE OF ROBERT C. HUPKE and JULIA HUPKE, his wife.	)	IN THE CIRCUIT COURT FOR
	)	SOMERSET COUNTY, MARYLAND
	)	(IN EQUITY)

ORDER NISI

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Thomas M. Harrington, Assignee in the above cause described, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of February, 1937, provided a copy of this Order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 23rd day of February, 1937.

The Report states the amount of sale to be $2100.00.

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

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

FINAL ORDER

ORDERED, by the Court this 3rd day of March, 1937, that the sale made and reported by Thomas M. Harrington, Assignee, aforesaid, in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although the notice appears to have been given as required by the Order Nisi passed in said cause and the Assignee 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.

Emily J. Webster	)	Be it remembered that heretofore, to wit, on the fourth day of
vs.	)	February, in the year nineteen hundred and thirty-five, a certain
Edward Webster	)	Emily J. Webster, by Harry C. Dashiell, her solicitor exhibited
_____	)	and filed in the Circuit Court here a bill of complaint against

Edward Webster, which said bill of complaint is in the words following, to wit:

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for Somerset County,
Edward Webster	)	In Equity.

- - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The bill of complaint of Emily J. Webster, the plaintiff in the above entitled cause, respectfully represents:

FIRST: That a certain Zachariah W. Webster, late of Somerset County, deceased, was, in his life time, at at the time of his death, seized and possessed in fee simple, of valuable real estate, lying and being in Somerset County, Maryland; and that being so seized, the said Zachariah W. Webster departed this life intestate, leaving a widow, the plaintiff, Emily J. Webster, and the following children, viz, John W. Webster, Eugene Brown Webster, Sadye C. Benton, Ada E. Horner, William C. Webster, and Edward Webster, surviving him, as his only heirs at law.

SECOND: That by deed dated February 19, nineteen hundred and twenty nine, and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 97 folio 384, the said John W. Webster, Eugene Brown Webster, Sadye C. Benton and William J. Benton, her husband, Ada E. Horner and John W. Horner, her husband, William C. Webster and Julia A. Webster, his wife, conveyed all their right, title, interest and estate in and to the real estate situate in Deals Island Election District as aforesaid, to their mother, the said Emily J. Webster, the plaintiff herein; the original of which said deed is herewith filed as part hereof, marked Exhibit "A".

THIRD: That the remaining son of the said Zachariah W. Webster, viz, the defendant, Edward Webster, has never conveyed his interest in said real estate situate as aforesaid to any one and that the aforesaid real estate is now owned by the plaintiff, Emily J. Webster, who owns an undivided eight-ninth interest therein, and by the defendant, Edward Webster, who owns an undivided one-ninth interest therein.

FOURTH: That the defendant, Edward Webster, is an adult above the age of twenty one years, but is non-compos mentis and is how an inmate of the Spring Grove State Hospital for the insane, at Catonsville, in Baltimore County, State of Maryland,

FIFTH: That the said real estate is not susceptible of partition or division among the parties entitled to interests therein, without material loss and injury to said parties, 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 said parties according to their several interests, but your oratrix is unable to obtain adequate relief or make sale of said real estate without the aid of this Court.

TO THE END, THEREFORE:

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

B. That your oratrix may have suchother and further relief as her case may require.

May it please your Honor to grant unto your oratrix the writ of usbpoena directed to the said Edward Webster, an adult, who is non compos mentis and is an inmate of The Spring Grove State Hospital for the insane, at Catonsville, in Baltimore County, State of Maryland, commanding the said defendant 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 he has, why a decree ought not

to be passed as prayed.

AND as in duty bound, etc.

Harry C. Dashiell
Solicitor for Plaintiff.

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

THIS DEED made this 19th day of February, nineteen hundred and twenty-nine, by John W. Webster, Eugene Brown Webster, Sadie Benton and William J. Benton, her husband, and Ada Horner and John W. Horner, her husband, all of Somerset County, in the State of Maryland, and William C. Webster and Julia C. Webster, his wife, of the City of Chester, in Delaware County, in the State of Pennsylvania, hereinafter called the grantors, Witnesseth that for and in consideration of the sum of Twenty Dollars and of other good and valuable considerations, the said grantors do grant and convey to Emily J. Webster, of said Somerset County, in the State of Maryland, her heirs and assigns, in fee simple, all the right, title, interest and estate of the said grantors in and to allthe lot or parcel of land, situate, lying and being on Deals Island, in Somerset County, in the State of Maryland, containing one-half acre, more or less, which was conveyed to the said Emily J. Webster by Henry Harris and Elizabeth Harris, by deed dated the 30th day of March, 1890, recorded among the land records of said Somerset County in Liber O. T. B. No. 19, folio 46 etc, and also being the same land which is mentioned, described and conveyed in a deed from the said Emily J. Webster to Zachariah W. Webster, dated the 21st day of December, 1910, recorded among said records in Liber S. F. D. No. 55, folio 376 etc, to which said deeds and all the references in said deeds contained, special reference is hereby made for full and particular description of the land hereby conveyed; the said Emily J. Webster being the widow of the said Zacharish W. Webster, and the said John W. Webster, Eugene Brown Webster, Sadie Benton, Ada Horner and William C. Webster being children of the said Zacharish W. Webster.

Together with all the buildings and improvements upon said parcel of land, and all the rights, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

To have and to hold said parcel of land, and all the buildings and improvements thereon, and all the rights, privileges, advantages and appurtenances thereto belonging unto and to the proper use and benefit of the said Emily J. Webster, her heirs and assigns, in fee simple.

And the said grantors covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of said property as may be requisite.

Witness the hands and seals of the said grantors.

Witness as to John W. Webster, Eugene Brown Webster, Sadie Benton, William J. Benton, Ada Horner and John W. Horner	John W. Webster	(SEAL)
	Eugene Brown Webster	(SEAL)
	Sadye C. Benton	(SEAL)
Arthur Andrews W. Edelen Webster Arthur Andrews Arthur Andrews Arthur Andrews	Wm. J. Benton	(SEAL)
	Ada E. Horner	(SEAL)
	John W. Horner	(SEAL)
Witness as to William C. Webster and wife. Lynotte McBride	William C. Webster	(SEAL)
	Julia A. Webster	(SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 19 day of February, nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared John W. Webster, Eugene Brown Webster, Sadie Benton and William J. Benton, her husband, and Ada Horner and John W. Horner, her husband, grantors in the foregoing deed, and did each acknowledge said deed to be their respective act and deed, and I further certify that the said grantors signed said deed in my presence and that I witnessed their signatures to said deed.

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

Arthur Andrews SEAL OF
Notary Public NOTARY

STATE OF PENNSYLVANIA, DELAWARE COUNTY, CITY OF CHESTER, to wit:

I hereby certify that on this 22nd February, nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Delaware County, residing in the City of Chester, personally appeared William C. Webster and Julia C. Webster, his wife, grantors in the foregoing deed, and did each acknowledge said deed to be their respective act and deed, and I further certify that the said grantors signed said deed in my presence, and that I witnessed their signatures to said deed.

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

Clarence B. Lewis SEAL OF
Notary Public NOTARY
Notary Public
My commission expires January 20th, 1930.

Received for Record February 26th, 1929, and recorded in Liber G. W. L. No. 97, folio 384, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

To Edward Webster, of Baltimore County, Greeting:

SEAL YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in March next to answer the complaint of Emily J. Webster 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 4th day of February Anno Domini 1935.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in March, in the year nineteen hundred and thirty-five, and the day of the return of the above recited writ, came again into Court here the said complainant by her sollcitor, and the Sheriff of Baltimore County, T. J. R. Nicholas, Sheriff, to whom the writ aforesaid was, in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following, to wit:

Summoned Edward Webster, and a copy of subpoena left with him, and a copy of subpoena left with Robert E. Garrett, superintendent of Spring Grove State Hospital, his custodian, this 6th day of February, 1935.

T. J. R. Nicholas, Sheriff.

And thereafter to wit, on the thirtieth day of March, in the year nineteen hundred and thirty-five, the following petition was filed, in the words following, to wit:

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.

- - - - -

To the Honorable, the Judges of said Court:

The petition of Emily J. Webster, the plaintiff in the above entitled cause, respectfully represents:

That the said Edward Webster, the defendant in the above entitled cause, has been duly returned summoned, but being non compos mentis, he can not answer and defend this suit for himself.

Your petitioner therefore prays Your Honor to appoint a guardian ad litem to appear and answer for said defendant.

Harry C. Dashiell
Solicitor for Petitioner.

State of Maryland, Somerset County, to wit:

I hereby certify that on this _____ day of March, nineteen hundred and thirty five, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, solicitor for the plaintiff in the above entitled cause, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein stated to the best of his knowledge, information and belief.

J. Millard Tawes
Clerk, Circuit Court for Somerset County

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

ORDERED this 30th day of March, 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 Edward Webster, the defendant, who is a non compos mentis in the above entitled cause.

James M. Crockett, Judge.

And thereupon the said James R. Stewart, as guardian specially appointed, filed in Court here the following answer, to wit:

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
_____	)	

The answer of Edward Webster, the defendant, who is a non compos mentis, by James R. Stewart, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Emily J. Webster, the plaintiff, against him in this Court exhibited.

This defendant, being a non compos mentis can not admit any of the matters and things in said bill alleged and submits his rights thereunder to the protection of this Court.

And as in duty bound etc.

James R. Stewart
Guardian ad Litem for Edward Webster.

And thereafter, to wit, on the thirtieth day of March, in the year nineteen hundred and thirty-five, the said complainant by her solicitor aforesaid filed in Court here a petition in the words following, to wit:

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
_____	)	

The petition of Emily J. Webster, the plaintiff in the above entitled c ause, respectfully represents:

That it appears from the proceedings that the defendant has been duly summoned to appear in said cause, and has filed an answer herein by guardian ad litem duly appointed by this Court.

That the plaintiff desires to take testimony in this case, and prays that leave be granted her to do so before one of the standing examiners or before a special examiner of this Court.

And as in duty bound, etc.

Harry C. Dashiell
Solicitor for the Plaintiff

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

ORDERED, this 30th day of March, nineteen hundred and thirty five, by the Circuit Court for Somerset County, in Equity, that leave be granted to the parties to this cause, to take testimony as prayed, before a standing examiner of this Court or before a special examiner appointed by this Court.

And since it appears that Harry C. Dashiell, the standing examiner of this Court, is the solicitor for the plaintiff in this cause, it is further ordered that Eunice Pilchard be and she is hereby appointed Special Examiner to take the depositions in this cause.

James M. Crockett, Judge.

And afterwards, to wit, on the fifth day of April, in the year nineteen hundred and thirty-five, Eunice Pilchard, Special Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof in the words following, to wit:

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
	)	

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Eunice Pilchard, a Special Examiner duly appointed by this Honorable Court, do hereby certify that at the law office of Harry C. Dashiell, in Princess Anne, Maryland, on Thursday, the 4th. day of April, nineteen hundred and thirty five, I did take the following depositions, that is to say:

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

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

Ans. W. Edelen Webster; age 40 years; residence Deals Island, Maryland; occupation, clerical work.

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

Ans. I know both the parties to this suit. The Plaintiff, Emily J. Webster, is my grand mother, She resides at Deals Island, Maryland, and is about 82 years of age; the defendant is my uncle. He is about sixty six years old and is now an inmate of Spring Grove State Hospital for the Insane at Catonsville, Md.

Int. 3 Did you know Zachariah W. Webster is his life time. If hea, is he living or dead? If dead, when did he die? Did he or not die intestate and who are his heirs at law?

Ans. I did known Zachariah W. Webster in his life time. He died at least fifteen years ago. He was my grandfather. He did not leave any last will and testament and his heirs at law are his widow, the plaintiff, Emily J. Webster, and the following children; a son, John W. Webster, a son, Eugene Brown Webster, a daughter Sadye C. Benton, a daughter, Ada E. Horner, a son, William C. Webster, and a son, the defendant, Edward Webster. All of the said parties are adults above the age of twenty one years and they all reside in Somerset County, except William C. Webster, who lives at Chester, Pennsylvania, and Edward Webster, the defendant, who is at Catonsville, Maryland.

Int. 4 Please state what real estate, if any, the said Zachariah W. Webster owned at the time of his death? By whom said real estate is now owned and describe it and state its value?

Ans. At the time of his death, Zacharish W. Webster, owned a lot of land on Deals Island,

improved by a dwelling house and out buildings. This lot contains about one-half of an acre of land, and adjoins the land of Beaulah White Mosteller on the south, on the north by the land of Hosea C. Webster, on the east by the main County road leading through Deals Island and on the west by theland of Beaulah White Mosteller.

After the death of my grandfather, this property was owned by his widow, Emily J. Webster, and the children that I have named. All of the children joined in a deed conveying their interest to my grand mother, except the defendant, Edward Webster, The deed here shown me is the deed by which the conveyance of all these interests was made to my grand mother. (Plaintiff here filed to be used in evidence original deed to Emily J. Webster from John W. Webster, Eugene Brown Webster, Sadye C. Benton, and William J. Benton, her husband, Ada E. Horner and John W. Horner, her husband, William C. Webster and Julia A. Webster, his wife, dated February 19, 1929, and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 97, folio 384 etc, marked Exhibit "A").

The said deed conveyed to Emily J. Webster the interest of all the children, together with the husbands and wives of those who were married, except the interest of the son, Edward Webster. This property is worth under present conditions at least $1000.00.

Int. 5 Do you know Edward Webster? If so how long have you known him and where is he at present?

Ans. I know Edward Webster and have known him all of my life. He is my uncle. He is about sixty six years of age. He lost his mind about 35 years ago and has been in an asylum ever since. He is now at Spring Grove Hospital for the Insane at Catonsville, Maryland.

Int. 6 Please state whether or not the said real estate is susceptible of division among the parties entitled to interests therein or would it or not be to the interest of said parties to sell said real estate and divide the proceeds among them?

Ans. This property can not be divided in kind. It is only a building lot of one half of an acre. It has a large dwelling on the lot. The dwelling can not be divided and the lot can not, be divided. The plaintiff owns an eight ninth interest and the defendant a one-ninth interest and the only thing that can be done is to sell the property and divide the proceeds between the parties. If the property were divided in kind it would result in serious loss and injury to all parties in interest.

Court question and answer:

"I do not know anything further".

Test: Eunice Pilchard W. Edelen Webster

Robert L. Webster, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Robert L. Webster; age 56 years, residence Deals Island, Md. occupation sea food dealer.

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

Ans. I know both of the parties to this suit. I have known them all of my life. The plaintiff, Mrs. Webster, lives at Deals Island and the defendant is now an inmate of the State Hospital for the Insane at Catonsville, Md. I knew him very well when he lived on Deals Island and until he lost his mind and was sent away.

Int. 3 Did you know Zacharish W. Webster in his life time. Is he living or dead? When did he die? Did he or not die intestate and who are his heirs at law?

Ans. I knew Zachariah W. Webster in his life time. He died about fifteen years ago, intestate, leaving his widow, Mrs. Emily J. Webster, and the following children as his heirs at law, viz: John W. Webster, Eugene Brown Webster, William C. Webster, Sadye C. Benton, and Ada E. Horner. These parties are all adults and all reside in Somerset County, except William C.

Webster who lives at Chester, Penna.

Int. 4 Did Zacharish W. Webster own any real estate at the time of his death, and if so, state its location and value.

Ans. At the time of his death, Zacharish W. Webster owned a lot of land and dwelling, near the Methodist Episcopal Church at Deals Island. It is on the main County road, bounded on the north by the land of Hosea C. Webster and on the south and west by the land of Beaulah White Mosteller. It contains about 1/2 acre. It is worth now at least I should thing $1000.00. After the death of Zacharish W. Webster, all of the children, except one, conveyed all of their interest in this property to their mother, the plaintiff, Emily J. Webster. The deed that is shown me is the deed from all of the children to Mrs. Emily J. Webster that I have referred to. This deed is from John W. Webster and others to Emily J. Webster filed as an exhibit in this case.

Int. 5 Do you know the defendant, Edward Webster and where is he at present?

Ans. I have know Edward Webster all of my life. He became insane about 35 years ago and has since been in state asylums. He is now at the State Hospital for the Insane at Catonsville, Md. He was a son of Zachariah W. Webster and Emily J. Webster.

Int. 6 Is the said real estate susceptible of partition among the parties entitled to interest therein or should it be sold and the proceeds divided?

Ans. This property is owned by the plaintiff who has a eight ninth interest therein and the defendant who has a one ninth interest therein. The lot is small and has a large dwelling on it. There is no way to divide the property between the two owners, and it should therefore be sold and the proceeds divided.

Court question and answer?

"Nothing further".

Test: Eunice Pilchard Robert L. Webster

There being no further witnesses produced to me to be examined, I herewith at the request of plaintiff's solicitor return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct. Given under my hand and seal this 4th. day of April, 1935.

Eunice Pilchard (SEAL)
Special Examiner

Bill of costs:

Eunice Pilchard	Special Examiner	$4.00
W. Edelen Webster	witness	.75
Robt. L. Webster	" & mileage	1.47
		$6.22

And thereafter, to wit, on the twenty-fourth day of April, in the year nineteen hundred and thirty-five, the Circuit Court here passed the following decree in the premises, to wit:

Emily J. Webster	)	In Equity in the Circuit Court for
vs.	)	Somerset County
Edward Webster	)	No. 4651 Chancery

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

It is thereupon this 17th day of April, in the year nineteen hundred and thirty five by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decree, that the Real Estate in the proceedings mentioned, be sold.

That Harry C. Dashiell be, and he is hereby appointed Trustee to make such sale; the course and manner of proceeding shall be as follows: he shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk, in the penalty of three thousand dollars, if individual surety

or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said Real Estate, having first given at least twenty days previous notice, inserted in some newspaper printed in said County, and such other notice, as he may 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 thepurchaser, 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 claimingby, 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.

James M. Crockett, Judge.

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

KNOW ALL MEN BY THESE PRESENTS, that Harry C. Dashiell of Somerset County and State of Maryland, principal, and the American Surety Company of New York, a corporation duly incorporated under the laws of the State of New York, surety, are held and firmly bound unto the said State of Maryland in the full and just sum of Fifteen Hundred Dollars ($1500.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, personal representatives and assigns, firmly by these presents, sealed with our seals and dated this 24th day of April, nineteen hundred and thirty five.

Whereas the above bounden, Harry C. Dashiell, by virtue of a decree of the Circuit Court for Somerset County, in Equity, passed on the 17th day of April, nineteen hundred and thirty five, has beenappointed Trustee to sell the property mentioned in the proceedings, in the case of Emily J. Webster against Edward Webster, the same being No. 4651 Chancery, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Harry C. Dashiell, do and shall, well and faithfully, perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises relating to the sale of said property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof the above bounden Harry C. Dashiell has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its attorney in fact and its corporate seal to be affixed, the day and year first hereinbefore written.

TEST: S. Frank Dashiell Harry C. Dashiell (SEAL)

TEST: S. Frank Dashiell CORPORATE SEAL AMERICAN SURETY COMPANY OF NEW YORK
Harry C. Dashiell
Attorney

Which said Bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-third day of May, in the year nineteen hundred and 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:

Emily J. Webster	)	No. 4651 Chancery
vs	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
_____	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry C. Dashiell, Trustee appointed by a decree of the Circuit Court for Somerset County, in Equity, passed in the above entitled cause, dated the _____ day of _____, nineteen hundred and thirty five, to make sale of the real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale, by advertisement in the "Marylander & Herald", a weekly newspaper printed and published in said Somerset County, for at least three successive weeks, and at least twenty one 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, May 21, 1935, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate, mentioned and described in said advertisment, in manner following, that is to say:

Your Trustee offered all that lot or parcel of land, situate, lying and being in Deals Island Election District, in Somerset County and State of Maryland, near the Methodist Episcopal Church on said Deals Island, whereon Emily J. Webster has resided for a number of years, bounded on the east by the main county road leading through said Island, on the north by the land of Hosea C. Webster, on the south and west by the lands of Beaulah White Mosteller and Hosea C. Webster and containing one-half of an acre, more or less; and being the same property that is now owned by the said Emily J. Webster, who owns an undivided eight-ninth interest therein, and the said Edward Webster who owns an undivided one-ninth interest therein, said property being improved by a dwelling and store house, all in good condition of repair, and your said Trustee sold said property to the said Emily J. Webster of said Somerset County, Maryland, she being the highest and best bidder therefor, at and for the sum of four hundred dollars ($400.00), and said purchaser has complied with the terms of said sale to the satisfaction of your said Trustee.

This property was sold subject to the lien of a judgment in favor of the Deals Island Bank against the said Emily J. Webster, dated Feby. 18, 1929, same being No. 50 Appearances, January Term, 1929, the exact amount due thereon on the day of sale, including interest, being sixteen hundred and sixty six dollars and eighty three cents ($1666.83).

All of which is respectfully submitted,

Harry C. Dashiell
Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this _____day of May, nineteen hundred and thirty five, before me, the subscriber, Clerk of the Circuit Court of the State of Maryland, in and for Somerset

County aforesaid, personally appeared Harry C. Dashiell, Trustee mentioned in the above report ofsales, and made oath in due form of law that the matters and things contained and stated in the aforegoing report of sales are true as therein set forth to the best of his knowledge and belief and that the sale therein reported was fairly made.

Clerk, Circuit Court

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

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
	)	

ORDERED, this 23 day of May, nineteen hundred and thirty five, by the Circuit Court for Somerset County, in Equity, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee, appointed by a decree of this Court in the proceedings in the above entitled cause, to make sale of said real estate, be ratified and confirmed unless cause to the contrary thereof be shown, on or before the 26th day of June, 1935, provided a copy of this order be inserted in some newspaper printed and published in said Somerset County once in each of three successive weeks before the 24th day of June, 1935, The report states the amount of sales to be four hundred dollars ($400.00).

J. Millard Tawes, Clerk.

And thereafter to wit, on the eighteeenth day of June, in the year nineteen hundred and thirty-six, the said Harry C. Dashiell, trustee, filed in Court here a petition in the words following, to wit:

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
	)	

To the Honorable, the Judges of said Court:

The petition of Harry C. Dashiell, trustee, appointed by the decree of his Honorable Court in this cause to sell the property in the proceedings mentioned, respectfully represents:

1. That in execution of the authority vested in him by said decree, he did, on the 21st day of May, nineteen hundred and thirty five, sell the lot or parcel of land hereinafter mentioned unto a certain Emily J. Webster of Somerset County, Maryland, at and for the sum of four hundred dollars ($400.00), of which said amount the said purchaser, Emily J. Webster, has paid no part thereof whatsoever to your petitioner since said sale, the said real estate so sold being described as follows:

All that lot or parcel of land, situate in Deals Island Election District, in Somerset County, Maryland, near the M. E. Church on Deals Island, whereon Emily J. Webster has resided for a number of years, bounded on the east by the main county road leading through Deals Island, on the north by the land of Hosea C. Webster, on the south and west by the lands of Beaulah White Mosteller and said Hosea C. Webster, containing 1/2 of an acre, more or less; and being the same property owned by the said Emily J. Webster who owns an 8/9 undivided interest therein and the said Edward Webster who owns an undivided one-ninth interest therein; said property being improved by a dwelling and store house.

2. That said sale has been duly reported to this Court but has never been finally ratified as will appear by reference to the Trustee's report of Sales and the other papers filed in said cause.

3. That the said Emily J. Webster has paid no part of the purchase money aforesaid for said property, although she has had due notice of said sale to her as aforesaid.

Your petitioner, therefore, prays:

(a) That the said Emily J. Webster may be compelled, by decree or order of this Court, to pay said purchase money as aforesaid, with interest thereon, and in default thereof, that the said property may be decreed to be sold at the risk of the said Emily J. Webster for the payment of the same.

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

And as in duty bound, etc.

Harry C. Dashiell

Petitioner

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of June, nineteen hundred and thirty six, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Harry C. Dashiell, Trustee as herein set forth, 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.

J. Millard Tawes, Clerk.

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

UPON THE AFOREGOING PETITION, it is ordered this 17th day of June, nineteen hundred and thirty six, by the Circuit Court for Somerset County, in Equity, that the said Emily J. Webster bring into this Court the sum of Four Hundred Dollars ($400.00), with interest thereon from the 21st day of May, nineteen hundred and thirty five, or show cause to the contrary on or before the first day of July, nineteen hundred and thirty six; provided a copy of this order, together with a copy of the aforegoing petition, be served on the said Emily J. Webster on or before the 20th day of June, nineteen hundred and thirty six.

James M. Crockett, Judge.

The within petition served upon Emily J. Webster on June 18, 1936 & a copy left with said Emily J. Webster.

W. H. Dryden, Sheriff

W. T. H.

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

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
	)	

A copy of the within petition and order having been duly served on the said Emily J. Webster, and she 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 2nd day of July, nineteen hundred and thirty six, on motion of the said Trustee, ordered by the Circuit Court for Somerset County, in Equity, that the property in the proceedings mentioned be re-sold by the said Trustee for the payment of the purchase money thereof, with interest as aforesaid, and the costs of this proceedings, in the manner directed by the original decree; viz: one-half in cash on the day of sale, the balance of the purchase money to be paid in six months from the day of sale, the whole to bear interest from the day of sale and the payment thereof to be secured by the bond of the purchaser or purchasers with a surety or sutities to be approved by the Trustee, or all cash at the option of the purchaser or purchasers.

And it is further ordered that said re-sale be made at the risk of the said Emily J. Webster.

James M. Crockett, Judge.

And thereafter to wit, on the fifth day of August, in theyear nineteen hundred and thirty-six, the said trustee exhibited and filed in the Circuit Court here a report of re-sale, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

Emily J. Webster	)	No. 4651 Chancery
vs.	)	In the Circuit Court for
Edward Webster	)	Somerset County, in Equity.
	)	

To the Honorable, the Judges of said Court:

The report of Harry C. Dashiell, Trustee appointed by decree of the Circuit Court for Somerset County, in Equity, passed in the above entitled cause, dated the 17th. day of April, nineteen hundred and thirty five, to make sale of certain real estate therein mentioned, and an order of the said Court for a re-sale of said real estate having been passed on the 17th day of June, nineteen hundred and thirty six, respectfully represents:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and the said original decree as well as the aforesaid order for re-sale, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the MARYLANDER & HERALD, a weekly newspaper printed and published in said Somerset County, for at least three weeks and at least twenty one days before the day of sale, he did, pursuant to said notice and advertisement, attend in front of the Court House door, in Princess Anne, Maryland, on Tuesday, the fourth day of August, nineteen hundred and thirty six, at or about the hour of two o'clock P. M. and then and there proceed with the re-sale of the real estate mentioned and described in the aforesaid order of Court therefor and also mentioned and described in said advertisement, in manner following, that is to say:

Your Trustee offered for sale at public auction all thatlot or parcel of land, situate, lying and being in Deals Island Election District, in Somerset County, Maryland, near the Methodist Episcopal Church on said Island, whereon Emily J. Webster has resided for a number of years, bounded on the east by the main county road leading through said Island, on the north by the land of Hosea C. Webster, on the south and west by the lands of the said Hosea C. Webster and Beaulah White Mosteller and containing one-half of an acre, more or less; and being the same property that is now owned by the said Emily J. Webster who owns an undivided eight-ninth interest therein and the said Edward Webster who owns an undivided one-ninth interest therein, said property being improved by a dwelling and store house, all in good condition of repair, and your Trustee sold said property on said re-sale to the Somerset Mortgage & Certificates Corporation, a corporation, it being the highest and best bidder therefor, at and for the sum of three hundred and twenty one dollars and fifty four cents ($321.54) and said purchaser has complied with the terms of said sale by paying all of said purchase money in cash.

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

By the whole amount of the sale		$321.54
To Commissions as per rule of Court	32.00	
" Solicitor's fee	10.00	
" Clerk's costs	8.45	
" Sheriff Baltimore City	.95	
" " Somerset County	.75	
" Record	8.00	

To Testimony	6.22	
" Bond two years	20.00	
" Auctioneer	6.00	
" Advertising Sale, re-sale & Order nisis	53.63	
" State & County taxes to 1935, inc.	175.54	321.54

This property was sold subject to the lien of a judgment in favor of the Deals Island Bank against the said Emily J. Webster, same being No. 50 Appr. Jany. Term, 1929, the amount due thereon on the day of sale, including interest being $1778.40.

Respectfully submitted,

Harry C. Dashiell

Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of August, nineteen hundred and thirty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, Trustee named in the above report of sales, and made oath in due form of law that the matters and things stated in the foregoing report and distribution are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Eunice Pilchard SEAL OF

Notary Public NOTARY

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

ORDERED, this 5th day of August, nineteen hundred and thirty six, by the Circuit Court for Somerset County, in Equity, that the sale of the real estate upon the re-sale thereof mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee, appointed by a decree of this Court, in the proceedings in the above entitled cause to make sale of said real estate and the distribution of the proceeds thereof, be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 5th day of September, 1936, provided a copy of this order be inserted in some newspaper printed and published in said Somerset County once in each of three successive weeks before the 2nd day of September, 1936.

The report states the amount upon the re-sale to be $321.54.

J. Millard Tawes, Clerk.

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

ORDERED, by the Circuit Court for Somerset County, in Equity, this third day of March, nineteen hundred and thirty-seven, that the sale of the real estate made and reported by Harry C. Dashiell, Trustee as aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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
Ethel B. McIntyre and husband
to Home Owners Loan Corporation
and assigned for foreclosure
and collection

) Be it remembered that heretofore, to wit, on the
) twelfth day of January, in the year nineteen hund-
) red and thirty-seven, 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 ex-
ecuted and delivered to Home Owners' Loan Corporation by a certain Ethel B. McIntyre and Clifford B. Mc-
Intyre, her husband, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this nineteenth day of November, 1934, by and between Ethel B. McIntyre and Clifford B. McIntyre, her husband, Princess Anne, Route 2, of Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of seven hundred sixty-five & 00/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of seven hundred sixty-five & 00/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $6.05 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible; and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot of land in Mt. Vernon Election District, Somerset County, Maryland, located on the north side of the County Road leading from Asbury M. E. Church through Mt. Vernon District to Princess Anne, and on the west side of a private road known as Cedar Hill Road and beginning at a stone bounder on the west side of said Cedar Hill Road and the lands now or formerly of James H. Pruitt and John R. Pruitt; thence running westerly by and with the lands of said James H. Pruitt and John R. Pruitt to a stone at the lands now or formerly of Aldie Price; thence northerly by and with the lands of said Aldie Price to a stone at the lands now or formerly of C. Melvin Pruitt; thence easterly by and with the lands of C. Melvin Pruitt to a stone at the west side of the aforesaid Cedar Hill Road; thence southerly by and with the west side of said Cedar Hill Road to the place of beginning, and containing 1/4 of an acre, more or less.

Being the same land as conveyed from John R. Pruitt, and others, unto said Ethel B. McIntyre,

by deed dated May 6, 1921, and recorded in Somerset County land record Liber W. J. S. No. 84, folio 315.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in

the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession, of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence ofthis contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for thepayment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for

making sale of property by virtue of a decree of a Court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisidction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

Test: Ethel B. McIntyre (SEAL)

Eunice Pilchard. Clifford B. McIntyre (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this19th day of November, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Ethel B. McIntyre and Clifford B. McIntyre, her husband, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Harry C. Dashiell, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Eunice Pilchard SEAL OF

Notary Public NOTARY

My commission expires the 6th day of May, 1935.

Received for Record November 30th, 1934, and recorded in Liber J. M. T. No. 109, folio 43, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigne the within mortgage unto - Harry C. Dashiell, Esquire - for the purpose of collection and foreclosure.

AS WITNESS the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 7th day of January, 1937.

WITNESS: Edith T. Offayroux. Chas. P. Lyddane,

Regional Treasurer

Filed for Record January 12th, 1937, and recorded in Liber J. M. T. No. 109, folio 43.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

18D-287

$765.00

Princess Anne, Maryland

November 19, 1934

For value received I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $765.00, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $6.05 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note, and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and, I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to theparty for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of said party.

Ethel B. McIntyre (SEAL)
Princess Anne, Maryland, Route 2
Clifford B. McIntyre (SEAL)
Princess Anne, Maryland, Route 2

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, as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation, with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of February, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Ethel B. McIntyre and Clifford B. McIntyre, her husband, to the Home

Owners Loan Corporation, a corporation, dated November 19, 1934, and recorded among the Land Records of said Somerset County, State of Maryland, in Liber J. M. T. No. 109 folio 43, etc., the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

The condition of this obligation is such that if the above bounden Harry C. Dashiell 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.

In testimony whereof, the said Harry C. Dashiell has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Harry C. Dashiell (SEAL)

Signed and sealed and delivered in the presence of

Louise V. Powell

CORPORATE SEAL

UNITED STATES FIDELITY AND GUARANTY CO.

By H. M. Walters
Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the tenth day of February, in the year nineteen hundred and thirty-seven, 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	)	No. 4991 Chancery
	)	In the Circuit Court
Under power in a mortgage from Ethel B. McIntyre and Clifford B. McIntyre, her husband, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	)	for Somerset County,
	)	in Equity.
	)	
	)	

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 Ethel B. McIntyre and Clifford B. McIntyre, her husband, to the Home Owners Loan Corporation, a corporation, dated November nineteenth, nineteen hundred and thirty four, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber J. M. T. No. 109 folio 43 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 the said 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bills posted at the Court House door in Princess Anne, in said County and circulated in said County, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said Somerset County, State of Maryland, on Tuesday the ninth day of February, nineteen hundred and thirty seven, at or about the hour of two o'clock P. M., and

then and there proceed to sell said real estate as follows:

Your Assignee offered for sale all that lot of land in Mt. Vernon Election District, in Somerset County, Maryland, located on the north side of the County Road leading from Asbury M. E. Church towards Princess Anne, and on the west side of a private road known as the Cedar Hill Road and beginning at a stone bounder on the west side of said Cedar Hill Road and the land now or formerly owned by James H. Pruitt and John R. Pruitt; thence running westerly by and with the land of James H. Pruitt and John R. Pruitt to a stone at the land now or formerly owned by Aldie Price; thencenortherly by and with the land of said Aldie Price to a stone at the land now or formerly owned by C. Melvin Pruitt; thence easterly by and with the land of C. Melvin Pruitt to a stone at the west side of the Cedar Hill Road; thence southerly by and with the west side of said Cedar Hill Road to the place of beginning and containing one-quarter of an acre of land, more or less; and being the same land which was conveyed unto the said Ethel B. McIntyre by John R. Pruitt and others, by deed dated May sixth, nineteen hundred and twenty one, and recorded among the land records of said County in Liber W. J. S. No. 84 folio 316 etc. This property is improved by a two story, frame dwelling.

And your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of five hundred dollars ($500.00), and the said purchaser has complied with the terms of said sale to the satisfaction of your said Assignee.

All of which is respectfully submitted,

Harry C. Dashiell
Assignee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of February, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

Eunice Pilchard SEAL OF
Notary Public NOTARY

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 Ethel B. McIntyre and Clifford B. McIntyre, her husband, to the Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure.	) No. 4991 Chancery) In the Circuit Court) for Somerset County) in Equity.

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of March, 1937; 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 8th day of March, 1937.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the fifteenth day of March, in the year nineteen hundred and

thirty-seven, 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	)	No. 4991 Chancery
	)	In the Circuit Court
Under power in a mortgage from Ethel B. McIntyre and Clifford B. McIntyre, her husband, to Home Owners Loan Corporation, and assigned etc.	)	for Somerset County,
	)	in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 15th day of March, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, 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.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in this cause, since it appears that Harry C. Dashiell the regular Auditor of this Court is the Solicitor for Complainant 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 Jones, Clerk.

""

HARRY C. DASHIELL, Assignee Ex parte	)	Be it remembered that heretofore to wit, on the
	)	twelfth day of January, in the year nineteen
Under power in a mortgage from Geo. Wm. Mister and wife to Home Owners Loan Corporation, assigned to Harry C. Dashiell for collection and foreclosure	)	hundred and thirty-seven, 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

certaih mortgage executed and delivered to Home Owners' Loan Corporation, by a certain George William Mister and Thelma Mister, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this tenth day of May, 1934, by and between George William Mister and Thelma Mister, his wife, Wenona, Somerset County, State of Maryland, Mortgagors, and the HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of four hundred sixty-five & 00/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of four hundred sixty-five & 00/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $5.00 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the Mortgagors to pay the sum of $1.94 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagors, provided all other conditions and covenants in said note and herein on the part of the Mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $5.00, to be applied, first, to interest on the unpaid balance and the remainder to principal until said debt is paid in full; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot of land on Deals Island, in Deals Island Election District, Somerset County, Maryland, beginning at the southeast corner of second lot of land that Rebecca Carew sold to Levin Collier; thence with said Collier's line north 57 degrees 45 minutes west 10 poles; thence south 29 degrees 15 minutes west 8 poles to a bounder set up in the field; thence south 57 degrees 45 minutes east 10 poles to a bounder set up on the line of the land which George Tawes bought of Rebecca Carew; thence north 29 degrees 15 minutes east 8 poles to the place of beginning, and containing 1/2 of an acre, more or less; together with a road or right of way 10 feet wide to the public road and near the divisional line between the Joseph S. C. Vetra land and said Collier land.

Being the same land as conveyed from Paul Benton and Jennie Benton, his wife, unto said George William Mister and Thelma Mister, his wife, by deed dated August 15, 1924, and recorded in Somerset County Land Record Liber W. J. S. No. 91, folio 40.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of theparties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current

year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations,agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shallhave the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants insaid note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Sic (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on thepart of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible

at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of anykind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or powers hereby granted, the proceeds arising from such sale, to apply, first, to thepayment of all expenses incident to such sale, including a fee of Twenty-five (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jursidiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

George William Mister (SEAL)

Test: M. Virginia Wood. Thelma Mister (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of May, 1934, before me, a Notary Public of the State of Maryland, inand for Talbot County, personally appeared George William Mister and Thelma Mister, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared L. Roy Willis, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal..

M. Virginia Wood SEAL OF
Notary Public NOTARY

My commission expires the sixth day of May,1935.

Received for Record May 12, 1934, and recorded in Liber J. M. T. No. 107, folio 146, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto - Harry C. Dashiell, Esquire - for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 7th day of January, 1937.

WITNESS; Chas. B. Lyddane CORPORATE
Edith T. Offayroux. Regional Treasurer SEAL

Filed for Record 12th January, 1937, and recorded in Liber J. M. T. No. 107, folio 146.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE
18D-135
$465.00 Wenona, Maryland
May 10, 1934.

For value received, I,or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $465.00, with interest at the rate of 5 per centum per annum, on the unpaid balance, and said principal and interest shall be payable $5.00 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of $1.94 monthly from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of thisnote and the instruments securing the same are promptly met, and thereafter the monthly payment shall be $5.00 per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days theholder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasnnable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any home-

stead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest and nonpayment.

Given under the hand and seal of each party.

George William Mister (SEAL)
Wenona, Maryland
Thelma Mister (SEAL)
Wenona, Maryland.

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, as principal and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation with its principal office inthe City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred Dollars ($500.00), to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, administrators, executors and assigns, jointly and severally, firmly by these presents, Sealed with our seals and dated this 3rd day of February, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from George William Mister and Thelma Mister, his wife, to the Home Owners Loan Corporation, a corporation, dated May 10, 1934, and recorded among the Land Records of said Somerset County, State of Maryland, in Liber J. M. T. No. 107, folio 146, etc., the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

The condition of this obligation is such that if the above bounden Harry C. Dashiell 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.

In testimony whereof, the said Harry C. Dashiell has hereunto set his hand and seal, and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Harry C. Dashiell (SEAL)

Signed, sealed and delivered in the presence of — CORPORATE SEAL — UNITED STATES FIDELITY AND GUARANTY CO.

Louise V. Powell — BY H. M. Walters
Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	
	)	No. 4992 Chancery
Under power in a mortgage from George William Mister and Thelma Mister, his wife, to the Home Owners' Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	
	)	

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 George William Mister and Thelma Mister, his wife, to the Home Owners Loan Corporation, a corporation, dated May tenth, nineteen hundred and thirty four, and recorded among the Land Records of Somerset County, State of Maryland, in Liber J. M. T. No. 107, folio 146 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 the said Court, or 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bills posted at the Court House door, in Princess Anne, in said County, and circulated in said County, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in Somerset County, State of Maryland, on Tuesday, the ninth day of February, nineteen hundred and thirty seven, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate as follows:

Your Assignee offered for sale all that lot of land on Deals Island, in Deals Island Election District, in Somerset County, State of Maryland, beginning at the south east corner of the second lot of land that Rebecca Carew sold to Levin Collier; thence with said Collier's line north fifty seven degrees forty five minutes west ten poles; thence south twenty nine degrees fifteen minutes west eight poles to a bounder set up in the field; thence south fifty seven degrees forty five minutes east ten poles to a bounder set up on the line of the land which George Tawes boughtof Rebecca Care, thence north twenty nine degrees fifteen minutes east eight poles to the place of beginning and containing one-half of an acre of land, more or less; together with a road or right-of-way ten feet wide to the public road and near the divisional line between the land owned or formerly owned Joseph S. C. Vetra and the said Collier; and being the same land which was conveyed to the said George William Mister and Thelma Mister, his wife, by Paul Benton and wife, by deed dated August fifteenth, nineteen hundred and twenty four, and recorded among the Land Records of said County in Liber W. J. S. No. 91 folio 40 etc., This property is improved by a two story, frame dwelling.

AND your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of four hundred dollars ($400.00), and the said purchaser has complied with the terms of said sale to the satisfaction of the said Assignee.

All of which is respectfully submitted,

Harry C. Dashiell

ASSIGNEE

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of February, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Eunice Pilchard SEAL OF
Notary Public NOTARY

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	
	)	No. 4992 Chancery
Under power in a mortgage from George Wm. Mister and Thelma Mister, his wife, to Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	In the Circuit Court for
	)	Somerset County, in Equity
	)	
	)	

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of March, 1937, 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 8th day of March, 1937.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the fifteenth day of March, in the year nineteen hundred and thirty-seven, 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	)	
	)	No. 4992 Chancery
Under power in a mortgage from George Wm. Mister and wife to Home Owners Loan Corporation, and assigned etc.	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 15th day of March, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, 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.

And it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in this cause, since it appears that Harry C. Dashiell the regular Auditor of this Court is the solicitor for the complainant 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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In the matter of the tax sale of real estate in Asbury Election District, Somerset County, Maryland, assessed to William C. Muir, heirs for 1930 and 1931, made and reported by Carlos Bozman, 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 sixth day of January, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for Asbury Election District of Somerset County for the years

1930 and 1931, by L. Creston Beauchamp, his solicitor, exhibited and filed inthe 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 Asbury Election District, Somerset County, Maryland, assessed to William C. Muir heirs for 1930 and 1931, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4985 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes for said county, respectfully represents:

That on the 29th of June, 1931 the County Commissioners of Somerset County, Maryland, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said county, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Wm. C. Muir's heirs, in Asbury Election District, Somerset County, Maryland, the sum of no dollar and thirty-eight cents, state taxes, and two dollars and sixty-two cents county taxes; that in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, then 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, 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 levy, with interest, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said

Commissioners, made a true copy of the assessment lists for said county in books supplied by said 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 Commissioners did levy upon the property of Wm. C. Muir's hrs., in Asbury Election District, Somerset County, Maryland, the sum of no dollars and thirty-eight cents state taxes and two dollars and forty cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears, constituted a lien upon the real estate of the said Wm. C. Muir's hrs. in Asbury Election District, said Somerset County, and I, the said Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset 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 the judgment of the said Treasurer, 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 said county, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement did, on Friday, August 9th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at publis auction, for cash, all that lot or parcel of land, being the real estate assessed to Wm. C. Muir's hrs., in Asbury Election District, said county and state, described as follows:

No. 66. All that lot in Asbury Election District, Somerset County, Maryland, containing 4½ acres, more or less, and the improvements thereon, on the county road, adjoining the lands of J. L. Tyler, L. T. Nelson and a Marsh, and assessed to Wm. C. Muir hrs. for the years 1926, 1927, 1928, 1929, 1930, 1931 and 1932, 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 bidder therefor, for the sum of thirty-two dollars and forty-three 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 Carlos Bozman, County Treasurer and Collector as aforesaid, do hereby report said sale and the proceedings had thereunder to this honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 6th day of January, 1937, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

R. Mark White, J. P.

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

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 Friday, August 9th, 1935, 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 Asbury Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay 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 interest and costs.

No. 26. All that lot containing 4¼ acres, more or less, and the improvements thereon, on the county road, adjoining the lands of J. L. Tyler, L. T. Nelson and the Marsh, and assessed to Wm. C. Muir hrs. for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN,

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 Asbury Election District, Somerset County, Maryland, assessed to Wm. C. Muir hrs. for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4985 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on August 9th, 1935, on land in Asbury Election District, containing 4¼ acres, more or less, and improvements, on the county road, adjoining the lands of J. L. Tyler, L. T. Nelson and the Marsh, and assessed to Wm. C. Muir hrs. for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County for the sum of thirty-two 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 6th day of January, 1937, 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 8th of February, 1937, warning all persons interested in said property to be and appear in this Court in person or by solicitor, on or before the 15th of March, 1937, 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 $32.43.

James M. Crockett, Judge.

And now at this day to wit, on the sixteenth day of March, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 16th day of March, 1937, 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 Jawes, Clerk.

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In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to David Whittington for 1931 and 1932, made by Carlos Bozman, 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 eleventh day of January, in the year nineteen hundred) and thirty-seven, a certain Carlos) Bozman, Collector of state and county) taxes for the Lawson's Election District, of Somerset County for the years 1931 and 1932, 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 Lawson's Election District, Somerset County, Maryland, assessed to David Whittington for 1931 and 1932, made by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	) No. 4989 Chancery) In the Circuit Court for) Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of said Somerset County made an annual levy of state and county taxes upon the taxable propertyin said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said county, in pursuance of his duties as Clerk to said Commissioners made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of David Whittington, in Lawson's Election District, said Somerset County, the sum of one dollars and ten cents state taxes, and seven dollars and seventy cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then Treasurer as aforesaid, prepared the tax bills of every taxpayer and forwarded the same by mail or delivered the same to the person, set of 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 levy, with interest, said taxes would be collected by process of law;

That on June 30th, 1932, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 David Whittington in Lawson's Election District, the sum of one dollars and ten cents state taxes, and seven dollars and four cents county taxes, and that said taxes were due and in arrears on the first day of January, 1933;

That in the month of August, 1932, the said Harry E. Muir, then Treasurer 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 E. Muir, then 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, set of persons or corporate instutition, 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said David Whittington in said Lawson's Election District, and the said Carlos Bozman, 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 the judgment of the said Treasurer, 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 for said county, giving notice of the time, place, manner and terms of sale, the years for which said taxes were due and to whom the property was assessed, and the said Carlos Bozman, County Treasurer and Collector as aforesaid,

in pursuance of said notice and advertisement, did, on Wednesday, July 10th, 1935, 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 David Whittington in Lawson's Election District, said Somerset County, described as follows:

No. 193 All that tract in Lawson's Election District, Somerset County, Maryland, containing 12½ acres, more or less, on the rail road, adjoining the lands Chas. W. Somers, S. Roach and Chas. Hinman, and assessed to David Whittington for 1929, 1930, 1931 and 1932, 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 bidder therefor, for the sum of forty-seven dollars and sixty-nine cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of January, 1937, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 of sale are true as therein set forth, and that the sale therein reported was fairly made.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, July 10th, 1935, 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 ~~and~~ all the lots or parcels of land in Lawson's 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.

No. 193. All that tract in said district, county and state containing 12½ acres, more or less, on the rail road, adjoining the lands of Chas. W. Somers, S. Roach and Chas. Hinman and assessed to David Whittington for 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN

County Treasurer.

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

In the matter of the tax sale of real estate in Lawson's Election District, Somerset County, Maryland, assessed to David Whittington for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	No. 4989 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and

Collector of state and county taxes for Somerset County, Maryland, relating to the sale on July 10th, 1935, of land in Lawson's Election District, containing 12½ acres, more or less, on the rail road, adjoining the lands of Chas. W. Somers, S. Roach and Chas. Hinman, and assessed to David Whittington for 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of forty-seven dollars and sixty-nine 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 11th day of January, 1937, 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 23d of February, 1937, 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 March, 1937, 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 $47.69.

James M. Crockett, Judge.

And now at this day to wit, on the sixteenth day of March, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said collector by his solicitoraforesaid, 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 16th day of March, 1937, 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 Jones, Clerk.

""

HARRY C. DASHIELL, ASSIGNEE EX-PARTE Under power in a mortgage from Valiant Webster and Nannie Webster, his wife, to the Home Owners Loan Corporation, assigned by Home Owners Loan Corporation for collection and foreclosure	) Be it remembered that heretofore, to wit, on) the twentieth day of January, in the year) nineteen hundred and thirty-seven, a certain) Harry C. Dashiell, of Somerset County and) State of Maryland, in his proper person, ex-

hibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to the Home Owners Loan Corporation, by a certain Valiant Webster and Nannie Webster, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 19th day of April, 1934, by and between Valiant Webster and Nannie Webster, his wife, of Deals Island, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of two hundred ninety & 01/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of two hundred ninety & 01/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum withinterest the Mortgagors hereby covenant to pay to the

Mortgagee at its office in Washington, D. C., in monthly instalments of $5.00 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the Mortgagors to pay the sum of $1.20 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagors provided all other conditions and covenants in said note and herein on the part of the Mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $5.00, to be applied, first, to interest on the unpaid balance and the remainder to principal until said debt is paid in full; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by any attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot or parcel of ground situated on Deals Island, in Deals Island Election District, Somerset County, Maryland, lying on a private road and near the storehouse of Hicks Bozman, adjoining the lands of James M. Graham, John W. Webster and Henry Fisher's heirs, and containing 1/2 acre of land, more or less.

Being the same land as conveyed from Hosea C. Webster and Laura C. Webster, his wife, unto said Valiant Webster and Nannie Webster, his wife, by deed dated June 20, 1930, and recorded in Somerset County Land Record Liber G. W. L. No. 100, folio 238.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges,

mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenver called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the datethereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale,(under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale,of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jursidiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jursidiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 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, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST: M. Virginia Wood Valiant Webster (SEAL)

Nannie Webster (SEAL)

State of Maryland, Talbot County, to wit:

I HEREBY CERTIFY, that on this 19th day of April, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Valiant Webster and Nannie Webster, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared L. Roy Willis, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

M. Virginia Wood SEAL OF

Notary Public NOTARY

My commission expires the sixth day of May,1935.

Received for Record April 24th, 1934, and recorded in Liber J. M. T. No. 107, folio 120, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure.

AS WITNESS the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 12th day of January, 1937.

WITNESS: Esther Reamer CORPORATE Chas. B. Lyddane

SEAL Regional Treasurer

Filed for record 24th January, 1937, and recorded in Liber J. M. T. No. 107, foli 120.

Test: J. Millard Tawes, Clerk

SECURED BY MORTGAGE

18-D-111

$290.01 Deals Island, Maryland.

April 19, 1934.

For value received I, or we, promise to pay to the order of Home Owners' Loan Corporation at its office in Washington, D. C., the sum of $290.01, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $5.00 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of $1.20 monthly from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of this note and the instruments securing the same are promptly met, and thereafter the monthly payment shall be $5.00 per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not

exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of each party.

Valiant Webster (SEAL)
Deals Island, Maryland.

Nannie Webster (SEAL)
Deals Island, Maryland.

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, as principal, and the United States Fidelity and Guaranty Company, a corporation, with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars ($500.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, administrators, executors and assigne, jointly and severally, firmly by these presents. Sealed with our seals and dated this 3rd day of February, A. D. 1937.

WHEREAS the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Valiant Webster and Nannie Webster, his wife, to the Home Owners Loan Corporation, a corporation, dated April 19, 1934 and recorded among the Land Records of Somerset County, State of Maryland, in Liber J. M. T. No. 107 folio 120, etc., the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises of the debt therein specified, and the conditions and covenants therein contained.

The condition of this obligation is such that if the above bounden Harry C. Dashiell 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.

In testimony whereof, the said Harry C. Dashiell has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Harry C. Dashiell (SEAL)
Principal

Signed, sealed and delivered
in the presence of

Louise V. Powell

CORPORATE SEAL

UNITED STATES FIDELITY & GUARANTY CO.

BY H. M. Walters
Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the seventeenth day of February, in the year nineteen hundred and thirty-seven, 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, afe in the words following, to wit:

HARRY C. DASHIELL, ASSIGNEE EX PARTE Under power in a mortgage from Valiant Webster and Nannie Webster, his wife, to the Home Owners Loan Corporation, assigned by Home Owners' Loan Corporation for collection and foreclosure	No. 4992 Chancery In the Circuit Court for Somerset County, in Equity.

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 Valiant Webster and Nannie Webster, his wife to the Home Owners Loan Corporation, a corporation, dated April 19, 1934, and recorded among the Land Records of Somerset County, State of Maryland, in Liber J. M. T. No. 107 folio 120 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 the said Court, or 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bills posted at the Court House door in Princess Anne, in said County, and circulated in said County, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in Somerset County, State of Maryland, on Tuesday, the sixteenth day of February, nineteen hundred and thirty seven, at or about the hour of 2 o'clock P. M., and then and there proceed to sell said real estate as follows:

Your Assignee offered for sale all that lot of land on Deals Island, in Deals Island Election District, in Somerset County, State of Maryland, lying on a private road and near the store house of Hicks Bozman, adjoining the lands of James M. Graham, John W. Webster and Henry Fisher's heirs, and containinng one-half acre, more or less; and being the same land which was conveyed unto the said Valiant Webster and Nannie Webster, his wife, by Hosea C. Webster and wife, by deed dated June twentieth, nineteen hundred and thirty and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 100 folio 238 etc., This property is improved by a two story, frame dwelling.

AND your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of two hundred and fifty dollars ($250.00), and the said purchaser has complied with the terms of said sale to the satisfaction of the said Assignee.

ALL of which is respectfully submitted,

Harry C. Dashiell
Assignee.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 17th day of February, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland , in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Eunice Pilchard SEAL OF
Notary Public NOTARY

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	
	)	No. 4993 Chancery
Under power in a mortgage from Valiant Webster and Nannie Webster, his wife, to Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	
	)	

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of March, 1937; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 19th day of March, 1937.

The report states the amount of sales to be $250.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 26th day of March, in the year nineteen hundred and thirty-seven, 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	)	
	)	No. 4993 Chancery
Under power in a mortgage from Valiant Webster and Nannie Webster, his wife, to Home Owners Loan Corporation, and assigned etc.	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 26th day of March, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings made and reported by Harry C. Dashiell, 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. And the Assignee is allowed such proper fee and expenses as he shall produce vouchers for to the Auditor or Sp. Auditor.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in this cause since it appears that Harry C. Dashiell the regular Auditor of this Court is the solicitor for the Complainant 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.

HARRY C. DASHIELL, ASSIGNEE
EX PARTE

Under power in a mortgage from Robert W. Howeth and wife to Home Owners Loan Corporation and assigned for collection and foreclosure

Be it remembered that heretofore to wit, on the twentieth day of January, in the year nineteen hundred and thirty-seven, 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 Home Owners' Loan Corporation, by a certain Robert W. Howeth and Marion Howeth, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 17th day of October, 1934, by and between Robert W. Howeth and Marion Howeth, his wife, of Crisfield, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of three thousand seven hundred forty-two & 20/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of three thousand seven hundred forty-two & 20/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $29.60 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days theholder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot of ground in the city of Crisfield, Somerset County, Maryland, located on the west side of North Somerset Avenue, and fronting 70 feet on said Avenue, and running back a distance of 155 feet, adjoining the lands of Ruth E. Moore on the south, and the land of Lloyd W. Parks on the west.

Being the same land which was conveyed from George I. Hallowell and E. Evelyn Hallowell, his wife, unto said Robert W. Howeth, by deed dated July 26, 1929, and recorded in Somerset County Land Record Liber G. W. L. No. 99, folio 101.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of HOME OWNERS' LOAN CORPORATION, its successors and assigns, in fee simple.

It is agredd by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenver called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expense, including lawyer's fees, reasonabley incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amonnt approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or righthereunder. Upon the failure to the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the

debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at theoption of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, there shall be and become due by them to the party

inserting said advertisment 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jursidiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

Robert W. Howeth (SEAL)

Test: Eunice Pilchard. Marian Howeth (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of October, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Robert W. Howeth and Marian Howeth, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Harry C. Dashiell Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Eunice Pilchard SEAL OF

Notary Public NOTARY

My commission expires the 6th day of May,1935

Received for Record October 18th, 1934, and recorded in Liber J. M. T. No. 109, folio 21, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure.

AS WITNESS the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized its Regional Treasurer, this 12th day of January, 1937.

WITNESS: Esther Reamer CORPORATE SEAL Chas. B. Lyddane

Regional Treasurer

Filed for Record 20th January, 1937, and recorded in Liber J. M. T. No. 109, folio 21.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

18D-269
Crisfield, Maryland

$3742.20

October 17, 1934.

For value received I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $3742.20, with interest at the rate of 5 per centum per annum, on the unpaid balance, and said principal and interest shall be payable $29.60 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or theholder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and, I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit saidhomestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest and nonpayment.

Given under the hand and seal of each party.

Robert W. Howeth (SEAL)
North Somerset Ave., Crisfield, Md.

Marian Howeth (SEAL)
North Somerset Ave., Crisfield, Md.

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, as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation, with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Hundred Dollars ($3500.00) 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, administrators, executors, and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 3rd day of February, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Robert W. Howeth and Marian Howeth, his wife, to the Home Owners Loan Corporation, dated October 17, 1934, and recorded among the Land Records of Somerset County, State of Maryland, in Liber J. M. T. No. 109 folio 21, etc., the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

The condition of this obligation is such that if the above bounden Harry C. Dashiell does and shall well and truly and faithfully perform the trust reposed in him under and by virtue of themortgage 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.

In testimony whereof, the said Harry C. Dashiell has hereunto sethis hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Signed, sealed and delivered
in the presence of

Louise V. Powell

Harry C. Dashiell (SEAL)
Principal

CORPORATE SEAL

UNITED STATES FIDELITY AND GUARANTY CO.

BY H. M. Walters
Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventeenth day of February, in the year nineteen hundred and thirty-seven, 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	)
	) No. 4994 Chancery
Under power in a mortgage from Robert W. Howeth and Marian Howeth, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	) In the Circuit Court for
	) Somerset County, in Equity.
	)

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 Robert W. Howeth and Marian Howeth, his wife, to the Home Owners Loan Corporation, a corporation, dated October seventeenth, nineteen hundred and thirty four, and recorded among the Land Records of Somerset County, State of Maryland, in Liber J. M. T. No. 109 folio 21 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 the said Court, or 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 CRISFIELD TIMES, a weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale, and by hand bills posted at the Court House door in Princess Anne, in said county, and circulated in said County, he did, pursuant to said notice, attend at the Court House door, inPrincess Anne, in said County, and State, on Tuesday, the sixteenth day of February, nineteen hundred and thirty seven, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate as follows:

Your Assignee offered for sale all that lot of land in the City of Crisfield, in Somerset County, State of Maryland, located on the west side of north Somerset Avenue, and fronting seventy feet on said Avenue, and running back a distance of one hundred and fifty five feet, adjoining the land of Ruth E. Moore on the south and the land of Lloyd W. Parks on the west; and being the same land which was conveyed unto the said Robert W. Howeth by George I. Hallowell and wife, by deed dated July twenty sixth, nineteen hundred and twenty nine, and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 99 folio 101. This property is improved by a two story, frame dwelling and garage.

AND your said Assignee sold the said real estate to the Home Owners Loan Corporation, a a body corporate, it being the highest and best bidder therefor, at and for the sum of THIRTY TWO HUNDRED DOLLARS ($3200.00), and the said Purchaser has complied withthe terms of said sale

to the satisfaction of your said Assignee.

ALL of which is respectfully submitted,

Harry C. Dashiell, Assignee

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 17th day of February, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

Eunice Pilchard SEAL OF
Notary Public NOTARY

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 Robert W. Howeth and Marian Howeth, his wife, to the Home Owners Loan Corporation, a corporation, and assigned by the Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	No. 4994 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of March, nineteen hundred and thirty seven; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 19th day of March, nineteen hundred and thirty seven.

The report states the amount of sales to be $3200.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 26th day of March, in the year nineteen hundred and thirty-seven, 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 Robert W. Howeth and Marian Howeth, his wife, to Home Owners Loan Corporation and assigned etc.	No. 4994 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 26th day of March, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, 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 and the Assignee is allowed such proper fee and expenses as he shall produce vouchers for to the Auditor or special Auditor.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in this cause, since it appears that Harry C. Dashiell, the regular Auditor of this Court, is the solicitor for the Complainant 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.

Deals Island Bank, a body corporate and Bank of Somerset, a body corporate vs. Julia R. Price, Wesley Price and Elizabeth Price, his wife, Millard E. Price and Dora M. Price, his wife, Mary E. Hinchcliffe and James Hinchcliffe, her husband, Hattie E. Borgerding and John Borgerding, her husband, Lottie A. Todd and Isaac Todd, her husband, Reba Campan and Donald Campan, her husband.	Be it remembered that heretofore, to wit, on the fifteenth day of January, in the year nineteen hundred and thirty-two, a certain Deals Island Bank, a body corporate, and Bank of Somerset, a body corporate, by H. Fillmore Lankford, their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Julia R. Price, Wesley Price and Elizabeth Price, his wife, Millard E. Price

and Dora M. Price, his wife, Mary E. Hinchcliffe and James Hinchcliffe, her husband, Hattie E. Borgerding and John Borgerding, her husband, Lottie A. Todd and Isaac Todd, her husband, Reba Campan and Donald Campan, her husband, which said bill of complaint is in the words following, to wit:

Deals Island Bank, a body corporate and Bank of Somerset, a body corporate vs. Julia R. Price, Wesley Price and Elizabeth Price, his wife, Millard E. Price and Dora M. Price, his wife, Mary E. Hinchcliffe and James Hinchliffe, her husband, Hattie E. Borgerding and John Borgerding, her husband, Lottie A. Todd and Isaac Todd, her husband, Reba Campan and Donald Campan, her husband.	In the Circuit Court for Somerset County, in Equity

TO THE HONORABLE, THE CIRCUIT COURT FOR SOMERSET COUNTY, in Equity.

The "Deals Island Bank", a body corporate, and the "Bank of Somerset", a body corporate, which sue as well for themselves as all other creditors of Charles H. Price, late of Somerset County, Maryland, deceased, who will come in and contribue to the costs of this proceeding, complaining, say:

1st. That the said Charles H. Price died sometime in the year 1931, and that at the time of his death was indebted to the plaintiff, the Deals Island Bank, upon a judgment rendered in the Circuit Court for Somerset County in favor of said plaintiff and against the said Charles H. Price and the defendant Julia R. Price, dated the 17th day of February, 1930, for the sum of eight hundred and forty-eight dollars, with interest from the date of said judgment and seven dollars costs of judgment, and that there is now owing upon said judgment seven hundred and forty-eight dollars of the principal and some interest.

2nd. That at the time of his death, the said Charles H. Price was also indebted to the plaintiff, the Bank of Somerset, upon a judgment rendered in the Circuit Court for Somerset County in favor of said plaintiff and against the said Charles H. Price and the defendant, Julia R. Price, dated the 19th day of February, 1930, for the sum of three hundred and sixty-eight dollars and fifty cents, with interest from the date of judgment and seven dollars, costs of judgment, and that there is now owing upon said judgment the sum of two hundred and fifty-five dollars and sixty cents, of principal and some accrued interest.

3rd. That the said Charles H. Price left no personal estate of any value, and no administration has been granted upon his personal estate, and such personal estate is not sufficient to pay the debts due and owing by the said Charles H. Price at the time of his death and costs of administration, but the said Charles H. Price at the time of his death owned valuable real estate in Tangier District, in Somerset County, Maryland.

4th. That the said Charles H. Price died intestate, and left surviving him as his only heirs at law, his widow, the defendant, Julia R. Price, and the following named children, Wesley Price, who intermarried with the defendant, Elizabeth Price; Millard E. Price, who intermarried with the defendant, Dora M. Price; Mary E. Hinchcliffe, who intermarried with the defendant

James Hitchcliffe; Hattie A. Borgerding, who intermarried with the defendant, John Borgerding; Lottie A. Todd, who intermarried with the defendant, Isaac Todd; and Reba Campan, who intermarried with the defendant, Donald Campan.

5th. That the defendants Julia R. Price, Wesley Price and Elizabeth Price, his wife, and Millard E. Price and Dora M. Price, his wife, reside in Somerset County, in the State of Maryland, and that the defendants Mary E. Hinchliffe and James Hinchliffe, her husband, reside in Wicomico County, in the State of Maryland, and the defendants Hattie A. Borgerding and John Borgerding, her husband, reside in Baltimore City, in the State of Maryland, and that the defendants Reba Campan and Donald Campan, her husband are non-residents of the State of Maryland, and reside in the State of North Caroline.

To the end, therefore,

First: That a decree may be passed for the sale of the real estate which was owned by the said Charles H. Price at the time of his death, or so much thereof as may be necessary, for the payment of the debts owing by him at the time of his death according to their legal priorities.

Second: That the plaintiffs may have such other and further relief as their case may require.

May it please your Honors to grant unto the plaintiffs the writ of the State of Maryland of subpoena directed to the said Julia R. Price, Wesley Price and Elizabeth Price, his wife, and MillardE. Price and Dora M. Price,his wife, of Somerset County, in the State of Maryland, and the writ of subpoena directed to the said Mary E. Hinchcliffe and James Hinchliffe, her husband, of Wicomico County, in the State of Maryland, and the writ of subpoena directed to the said Hattie A. Borgerding and John Borgerding, her husband, and Lottie A. Todd and Isaac Todd, her husband, of 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 Reba Campan and Donald Campan, her husband, who are non-residents of the State of Maryland, of the object and substance of this bill, and warning them and each of them to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.

H. Fillmore Lankford

Solicitors for the Plaintiffs.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL

THE STATE OF MARYLAND,

To Julia R. Price, Wesley Price, Elizabeth Price, Millard E. Price, Dora M. Price, of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in August next to answer the complaint of Deals Island Bank a body corporate & Bank of Somerset 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 4th day of July, Anno Domini 1932 ISSUED the 6th day of July Anno Domini 1932.

Per order,

J. Millard Tawes, Clerk.

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

Summoned severally, and a copy of subpoena left with each defendant.

Luther Daugherty, Sheriff

C. S. D.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

To Mary E. Hinchcliff, James Hinchcliff, Lottie A. Todd and

SEAL Isaac Todd, 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 September next to answer the complaint of Deals Island Bank and Bank of Somerset 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 4th day of July Anno Domini 1932 ISSUED the 5th day of August Anno Domini 1932.

Per order,

J. Millard Tawes, Clerk.

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

Summoned severally and copy left as to Mary E. Hinchcliff, James Hinchcliff and Lottie A. Todd. Non-est as to Isaac Todd.

G. Murray Phillips,

Sheriff.

And thereafter to wit, on the nineteenth day of August, in the year nineteen hundred and thirty-two, the following answer of Reba Campan and Donald Campan was filed, to wit:

Deals Island Bank, a body corporate)	
and Bank of Somerset, a body corporate)	No. 4380 Chancery
vs/)	In the Circuit Court for
Julia R. Price, Wesley Price and wife,)	Somerset County,
Millard E. Price and others)	Maryland.
)	

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

The answer of Reba Campan and Donald Campan, her husband, to the bill of Complaint of Deals Island Bank and Bank of Somerset against them and others in the said Court exhibited:

These defendants, answering said bill of complaint, say that they admit all the allegations contained in said bill of complaint, and that they consent to the passage of said Court of a decree for the sale of the real estate of the said Charles H. Price for the purposes in said bill set forth:

And as in duty bound etc.

Reba Campen

Donald Campen

State of North Carolina, Pasquotank County, Elizabeth City, to wit:

I hereby certify that on this _____ day of August, nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of North Carolina, in and for Pasquotank County, residing in Elizabeth City, personally appeared Reba Campan and Donald Campan, her husband, and acknowledged that they executed the foregoing answer, and I further certidy that the said Reba Campan and Donald Campan signed said answer in my presence.

In testimony whereof I hereto subscribe my name and affix my notarial seal the day and year aforesaid. This Aug. 12, 1932.

H. P. Davis, SEAL OF
Notary Public NOTARY
My comm. expires 12/16/1933.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

To Hattie A. Borgerding and John Borgerding, of Baltimore County,

SEAL 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 Deals Island Bank & Bank of Somerset 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 September Anno Domini 1932 ISSUED the 22nd day of October Anno Domini 1932.

Per order,

J. Millard Tawes, Clerk.

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

Summoned ambo and copies left.

Bramen A. Trail

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

Deals Island Bank, a body corporate	)	
and the Bank of Somerset, a body	)	No. 4380 Chancery,
corporate	)	In the Circuit Court for
vs.	)	Somerset County.
Julia R. Price, Wesley Price and	)	
others	)	
	)	

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

The petition of the plaintiffs in the above entitled cause respectfully represents:

First: That Isaac Todd named as a defendant in the bill of complaint in said cause is not a necessary party to this suit.

Second: That Julia R. Price, Wesley Price and Elizabeth Price, his wife, Millard E. Price and Dora M. Price, his wife, Mary E. Hinchcliffe and James Hinchcliffe, her husband, Hattie E.

Borgerding and John Borgerding, her husband, and Lottie A. Todd, defendants in said cause, have been duly summoned, but have not appeared and have not answered the bill of complaint within the time limited by law and the rules of this Court, and that Reba Campan and Donald Campan, her husband, have filed their answer in this Court, admitting the allegations of the bill of complaint and consenting to the passage of a decree for the sale of the real estate of Charles H. Price for the purpose set forth in the bill of complaint.

The plaintiffs therefore pray the Court, to pass an order dismissing the bill of complaint as to the said Isaac Todd, and that the bill of complaint may be taken pro confesso against the said Julia R. Price, Wesley Price and Elizabeth Price, his wife, Millard E. Price and Dora N. Price, his wife, Mary E. Hinchcliffe and James Hinchcliffe, her husband, Hattie E. Borgerding and John Borgerding, her husband, and Lottie A. Todd, and that the Court may pass an order to take testimony in said cause.

And as in duty bound etc.

H. Fillmore Lankford
Solicitor for the Complainants.

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

Deals Island Bank, a body corporate	)	
and Bank of Somerset, a body corporate	)	NO. 4380 Chancery
vs.	)	In the Circuit Court for
Julia R. Price, Wesley Price and others	)	Somerset County.
	)	

It appearing to the Court that Isaac Todd, named as a defendant in the above entitled cause is not a necessary party to this suit, and that Julia R. Price, Wesley Price and Elizabeth Price, his wife, Millard E. Price and Dora M. Price, his wife, Mary E. Hinchcliffe and James Hinchcliffe, her husband, Hattie E. Borgerding and John Borgerding, her husband, and Lottie A. Todd, defendants in said cause, have been duly summoned, but have not appeared or answered the bill of complaint within the time limited by law and the rules of this Court, and that Reba Campan and Donald Campan, also defendants in said cause, have filed their answer admitting the allegations in the bill of complaint and consenting to the passage of a decree for the sale of the real estate of Charles H. Price, for the purposes mentioned in the bill of complaint, it is this 26th day of November, nineteen hundred and thirty-two, 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 Julia R. Price, Wesley Price and Elizabeth Price, his wife, Millard E. Price and Dora M. Price, his wife, Mary E. Hinchcliffe and James Hinchcliffe, her husband, Hattie E. Borgerding and John Borgerding, her husband, and Lottie A. Todd, and that the bill of complaint be and the same is hereby dismissed as to the said Isaac Todd, and it is further ordered that the complainants have leave to take testimony before one of the standing examiners of this Court.

Robt. F. Duer
Judge of said Court.

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

Deals Island Bank, a body corporate	)	
and the Bank of Somerset, a body corporate	)	No. 4380 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County, in Equity.
Julia R. Price, et als.	)	
	)	

To the Honorable, the Judges of said Court:

The petition of John J. Ghingher, Receiver for the Deals Island Bank, respectfully represents:

That heretofore the Deals Island Bank, a body corporate, together with the Bank of Somerset, a body corporate, filed their bill of complaint in this cause, to subject the real estate of Charles H. Price to the payment of the debts due and owing by the said Charles H. Price at the time of his death.

That since the filing of said bill of complaint, the said John J. Ghingher, has been appointed by this Honorable Court as Receiver for said Deals Island Bank, and is now administering the affairs of said bank under the direction of this Court.

Your petitioner therefore prays the Court that he as Receiver aforesaid may be substituted as a complainant in said cause in the place and stead of the said Deals Island Bank.

And as in duty bound etc.

Harry C. Dashiell

Attorney for the Receiver for the Deals Island Bank

State of Maryland, Somerset County, to wit:

I hereby certify that onthis 13th day of February, 1935, before me the subscriber, a Judge of the Circuit Court for Somerset County, personally appaared Harry C. Dashiell, solicitor for the Receiver of the Deals Island Bank, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

James M. Crockett, Judge.

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 February, nineteen hundred and thirty five, that John J. Ghingher, Receiver for the Deals Island Bank, be and he is hereby substituted as complainant in the above entitled cause in the place and stead of the said Deals Island Bank, a body corporate.

James M. Crockett, Judge.

And thereafter the Court here passed the following order, to wit:

Bank of Somerset and another	)	No. 4380 Chancery
vs.	)	In the Circuit Court for
Julia R. Price, et. als.	)	Somerset County, in Equity.
	)	

It appearing to the Court that Harry C. Dashiell, who is the regular Examiner of this Court, is the Solicitor for one of the Complainants in the above entitled cause.

It is thereupon this 27th day of January, nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, ordered that Eunice Pilchard be and she is hereby appointed Special Examiner to take the depositions in the above entitled cause.

James M. Crockett, Judge.

And afterwards, to wit, on the twenty-eighth day of January, in the year nineteen hundred and thirty-seven, Eunice Pilchard, Special Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

Bank of Somerset and another	)	No. 4380 Chancery
vs.	)	In the Circuit Court for
Julia R. Price et. als.	)	Somerset County, in Equity.
	)	

In the above entitled cause an order having been passed for the taking of testimony to

support the allegations of the bill of complaint, I, Eunice Pilchard, a Special Examiner duly appointed by this Court, do hereby certify that at the law office of Harry C. Dashiell, in Princess Anne, Maryland, on Thursday, the twenty eighth day of January, nineteen hundred and thirty seven, I did take the following depositions, that is to say:

William L. Jones, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. William L. Jones; age 59 years; residence, Rock Creek, Somerset County, Maryland, occupation merchant.

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

Ans. I know all the parties to this suit. I have known the defendants, who are the widow and children of the late Charles H. Price for a great many years. I have known the husbands of the married daughters since their marriage as they have come to Rock Creek from time to time. They are all adults. Julia R. Price, Wesley Price and Elizabeth Price, his wife, and Millard E. Price and Dora M. Price, his wife, live in Somerset County, Maryland; Mary E. Hinchcliffe and James Hinchcliffe, her husband, and Lottie A. Todd all live in Salisbury, in Wicomico County, Maryland; Hattie E. Borgerding and John Borgerding, her husband, live in Baltimore City, Maryland; and Reba Campan and Donald Campan, her husband, reside in the State of North Carolina.

In. 3 Did you known Charles H. Price? If so, is he living or dead and, if dead, when did he die and did he or not die intestate?

Ans. I did known Charles H. Price and knew him all of my life. He died I think in the Fall of 1931. He left no will that I ever heard of and I am sure he died intestate.

Int. 4 State whether or not the said Charles H. Price left any personal estate and if so, state whether or not any administration has ever been granted thereon and whether or not the personal estate was sufficient to pay his debts?

Ans. Mr. Price left no personal estate at the time of his death and no administration was ever granted thereon. I know he owed two judgments one to the Bank of Somerset and the other to the Deals Island Bank and he certainly did not leave a personal estate sufficient to pay these judgments.

Int. 5 Please state whether or not the said Charles H. Price left any real estate at the time of his death and, if so, describe it and state its value?

Ans. Yes, Mr. Price did leave real estate at the time of his death. He owned three parcels as follows, all located in Tangier Election District, in Somerset County, Maryland;

1. His home place containing about 4 5/8 acres, improved by a dwelling house and out buildings. This property is bounded on the north by a private road leading to the dwelling, and the land of P. J. Price, bounded on the south by marsh land, and on the west by the lands of M. L. Beauchamp and Charles Barnes. This property was formerly owned by Hamilton N. Jones and I have understood was conveyed to Capt. Price by three deeds. This property in my opinion is worth $1000.00.

2. A tract of wood land containing about 9 7/8 acres, lying and binding on thenorth side of the county road leading from Melvin Beauchamp's store to Rock Creek, bounded on the north and east b y the land of P. J. Price, onthe south by the lands of Sam. Jones and Arthur Jones and is worth about 450.00 to $500.00. This property was conveyed to Chas. H. Price by H. Fillmore Lankford, Trustee and is all the land so conveyed by Mr. Lankford, except so much as was conveyed to Wilmer Price and Clarence Willing by Chas. H. Price.

3. Chas. H. Price also owned a third tract of land containing 1/2 acre and is really a part of the home place and adjoins the home property described above. This property was conveyed to Capt. Price by Henry C. Disharoon and wife and is worth in my opinion about $25.00.

Int. 5 Please state who are the heirs at law of the said Charles H. Price?

Ans. Charles H. Price left surviving him at the time of his death, his widow, the defendant, Julia R. Price, and the following children, as his only heirs at law, viz: a son, the defendant, Wesley Price, who intermarried with the defendant, Elizabeth Price, a son, the defendant Millard E. Price, who intermarried with the defendant, Dora M. Price, a daughter, the defendant, Marry E. Hinchcliffe who intermarried with the defendant, James Hinchcliffe, a daughter, the defendant, Hattie A. Borgerding, who intermarried with the defendant, John Borgerding, a daughter, Reba Campan, a defendant, who intermarried with the defendant Donald Campan and the defendant, a daughter, Lottie A. Todd, who intermarried with Isaac Todd, who is no longer a party to this suit.

Court question and answer:

There is nothing further that I desire to state. I know that Capt. Price was indebted to the two banks at the time of his death but I do not know the amount of the judgments."

Test: Eunice Pilchard. Wm. L. Jones.

W. Rolan Parks, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. W. Rolan Parks; age 52 years; residence Rock Creek, in Tangier District; occupation contractor.

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 understand that the plaintiff are the Bank of Somerset and the Receiver for the Deals Island Bank. I know all of the defendants and have known them for many years. They were my neighbors at Rock Creek. The defendants, Julia R. Price, Wesley Price and wife, and Millard Price and wife still live in Somerset County; the defendants Mary E. Hinchcliffe and her husband and the defendant, Lottie A. Todd live in Salisbury, in Wicomico County; the defendants, Hattie A. Borgerding and her husband reside in Baltimore City, Maryland and the defendants, Reba Campan and husband live in the State of North Carolina. They are all adults.

Int. 3 Did you or not know Charles H. Price? Is he living or dead? If dead, when did he die, and did he or not die intestate?

Ans. I knew Capt. Charlie Price all of my life prior to his death? He died in the Fall of 1931 and he did not leave any last will and testament.

Int. 4 Please state whether or not Charles H. Price left any personal estate at the time of his death and whether or not such estate was sufficient to pay his debts?

Ans. Capt. Price did not leave any personal property at the time of his death and no administration was ever granted upon his estate. I think he was indebted to the Bank of Somerset and the Deals Island Bank when he died and if he was then he left no personal estate sufficient to pay such indebtedness.

Int. 5 State whether or not Charles H. Price owned any real estate at the time of his death, and, if so, describe it and state its value?

Ans. Charles H. Price owned three tracts of land at the time of his death located in Tangier District, in Somerset County, Maryland. The first parcel is his home place, which is bounded on the north by a private road leading to the Charlie Price dwelling and the land of P. J. Price, bounded on the south by marsh land and on the west by the lands of M. L. Beauchamp and Charles Barnes. This property contains about 4 5/8 acres and is improved by a dwelling and outbuildings. This property is worth about $1000.00. The second parcel is cut over wood land and is on the north side of the county road leading to Rock Creek, bounded on the north and east by the land of P. J. Price and on the south by the lands of Sam. Jones and Arthur Jones, contains about 9 7/8 acres. It is unimproved and is worth about $450.00.

The third parcel is a small tract containing about one-half acre and is bounded by and is

really a part of the first parcel or the home place. This property was conveyed to Chas. H. Price by Henry C. Disharoon and wife, contains about one-half acre and is worth about $25.00.

Int. 5 Please state who are the heirs at law of the said Charles H. Price?

Ans. At the time of his death, the said Charles H. Price left surviving him the following defendants as his only heirs at law, viz: his widow, Julia R. Price, a son Wesley Price who married Elizabeth Price, a son, Millard E. Price who intermarried with Dora M. Price, a daughter Mary E. Hinchcliffe who intermarried with Jame s Hinchcliffe, a daughter, Hattie A. Borgerding who intermarried with John Borgerding, a daughter, Reba Campan who married Donald Campan and a daughter, Lottie A. Todd who married Isaac Todd. All of these parties are adults and I have previously stated their residences.

Court question and answer:

"Nothing further".

Test: Eunice Pilchard. Wm. Rolan Parks.

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 63 years; residence Princess Anne, Maryland. occupation President of the Bank of Somerset and Vice President of the Somerset Mortgage & Certificates Corporation.

Int. 2 Do you know the parties to this suit and if so, how long have you known them.

Ans. As I have stated I am the President of the Bank of Somerset and I was the President of the Deals Island Bank. I am also the Vice President and Treasurer of the Somerset Mortgage and Certificates Corporation. I think I have known the defendant, Mrs. Julia R. Price, but I do not know any of the other defendants.

Int. 3. Did you know Charles H. Price in his life time? If so, is he living or dead and did he or not die intestate.

Ans. I did know Capt. Charlie H. Price. He died about five or six years ago. So far as I know or ever heard of he did not leave any last will or testament.

Int. 4 Look at the papers here shown you and state ther are and how much, if anything, is now due thereon?

Ans. The first paper is a short copy of a judgment in favor of the Deals Island Bank against Charles H. Price and Julia R. Price, his wife. It is dated Feby. 17, 1930, and the amount due thereon is $848.00, and $7.00 costs. As collateral security this judgment has been assigned to the use of The Somerset Mortgage & Certificates Corporation. I should say that there has been paid on the principal of this judgment the sum of $100.00 leaving a balance due of $748.00 with interest from Aug. 17, 1931.

The second judgment was in favor of the Bank of Somerset. It is dated February 19, 1930, No. 104 Appearances, January Term, 1930. The balance due on the principal of this judgment is $255.60 with interest from June 18, 1932, and $7.00 costs. This judgment has also been assigned to the Somerset Mortgage & Certificates Corporation.

I will say that this present suit was commenced by the late H. Fillmore Lankford, several years ago, at which time these two judgment were held respectively by the Deals Island Bank and the Bank of Somerset. The assignments about which I have testified have been made since the suit was instituted.

(Plaintiff herewith filed to be used as evidence in this cause short copy of judgments in favor of Deals Island Bank and the Bank of Somerset, marked Exhibits A & B)

Int. 4 Please state what if anything you know of the estate of the late Charles H. Price either as to his real or personal property?

Ans. I have understood that he left no personal estate but that he did leave real estate.

I know his real estate is at Rock Creek in Tangier District but beyond this I can not testify in details as to its location or value.

Int. 5 Please state who are the heirs at law of the said Charles H. Price.

Ans. As I have stated before I know that he left a widow. Julia R. Price surviving him and that he left several children but I do not know the children.

Court question and answer:

"I know nothing further".

Test: Eunice Pilchard. Wm. B. Spiva.

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 28th day of January, nineteen hundred and thirty seven.

Eunice Pilchard (SEAL)

Special Examiner in Chancery

Bill of Costs:

Eunice Pilchard	Special Examiner	$4.00
Wm. L. Jones	witness & mileage	1.55
Wm. Rolan Parks	" " "	1.55
		$ 7.10

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

In the Circuit Court for Somerset County. January Term, 1930

Deals Island Bank, a body corporate, use of Bank of Somerset, use of Somerset Mortgage and Certificates Corporation per order filed 1st August, 1936.

vs.

Charles H. Price and Julia R. Price

Short Copy of Judgment No. 100 Appearances

Damages $848.00

Costs 7.00

Exemption waived.

Judgment 17th Feb. 1930

Interest from Date

Test: J. Millard Tawes, Clerk.

On the back of this short copy are the following memoranda:

Credits

1930		
2/19	Cash costs pd	$7.00
	Int. pd to 2/17/31	51.00
12/24	On principal	100.00
July 20	Int. pd to 8/17/31	15.00
Aug 20	Int. pd in full to 8/17/31	7.44

Balance on principal 748.00
Int. since 8/17/31

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

"Demand"

In the Circuit Court for Somerset County #104 Apprs. Jan. Term, 1930

Bank of Somerset, a body corporate

vs.

Charles H. Price

and Julia R. Price

Short copy of Judgment No. 104 Apprs.

Damages $ 368.50

Costs 7.00

Exemption waived.

Judgment 19 Feb. 1930

Interest from date.

Test: Geo. W. Lawson, Clerk.

On the bank of this short copy is the following assignment and memoranda:
For Value Received the Bank of Somerset, a body corporate, hereby assigns the within and foregoing judgment to The Somerset Mortgage and Certificates Corporation, without recourse.

As witness the hand of William B. Spiva, President of said Bank of Somerset and the corporate seal thereof this 28th day of January, 1937.

BANK OF SOMERSET

Eunice Pilchard
Witness

BY Wm. B. Spiva
President.

Int. payable every 2 mos. in advance.

2/25/30	Interest pd to Apr. 18 (2 months	$3.70
	to June 18-30	3.70
4/11/30	Credits on principal 109.90	
2/17/32	Int. all paid to June 18-32	
	Principal due 255.60	
	Int. from June 18-1932.	

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

Bank of Somerset, et al	)	No. 4380 Chancery
vs.	)	In the Circuit Court for
Julia R. Price, et als.	)	Somerset County, in Equity.
	)	

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

IT IS thereupon this 10th day of February, in the year nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed, that the real estate in the proceedings mentioned, or so much thereof as may be necessary, be sold.

That Harry C. Dashiell be, and he is hereby appointed Trustee to make such sale; the course and manner of his proceeding shall be as follows: he shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by the said Clerk, in the penalty of four thousand dollars, if individual surety or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by said decree, or that may be reposed in him by any future order or decree in the premises; he shall then proceed to make sale of said real estate having first given at least three weeks previous notice, inserted in some newspaper printed and published in said Somerset County, and such other notice as he may think proper of the time, place, manner and terms of sale, which said terms shall be as follows: one-third in cash, on the day of sale, the balance of the purchase money to be paid in two equal semi-annual installments from the day of sale; the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser or purchasers, with a surety or surities to be approved by the said 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 oin consideration of the skill, attention and fidelity, wherewith he shall appear to his 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 Charles H. Price 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 Harry C. Dashiell, Trustee, 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 and existing under the laws of the State of New York, as surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of TWO THOUSAND DOLLARS ($2000.00), 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 11th day of February, nineteen hundred and thirty seven.

WHEREAS the above bounde, Harry C. Dashiell has been appointed Trustee by a decree of the Circuit Court for Somerset County, in Equity, to sell the property mentioned in the proceedings in the suit of the Receiver for the Deals Island Bank and another against Julia R. Price and others, pending in said Court, the same being No. 4380 Chancery on the docket of said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Harry C. Dashiell, do and shall, well, truly and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF the said Harry C. Dashiell has hereto set his hand and seal and the said body corporate has caused its corporate seal to be affixed hereto and these presents to be duly signed by its attorney-in-fact, the day and year above written.

S. Frank Dashiell — Harry C. Dashiell (SEAL)

TEST: — CORPORATE — AMERICAN SURETY COMPANY OF NEW YORK

S. Frank Dashiell — SEAL — BY Harry C. Dashiell

Attorney-in-fact

Which said Bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the tenth day of March, in the year nineteen hundred and thirty-seven, 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	)	No. 4380 Chancery
and another	)	In the Circuit Court for
vs.	)	Somerset County, in Equity.
Julia R. Price et. als	)	
	)	

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

The report of sales of Harry C. Dashiell, Trustee appointed by a decree passed in the above entitled cause, to make sale of the real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful discharge of the trust as required by said decree and after giving notice of the time, place, manner and terms of sale by advertisement in the MARYLANDER AND HERALD, a weekly newspaper printed and 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 in said County, on Tuesday, on the ninth day of February, nineteen hundred and thirty seven, at or about the hour of two O'clock P. M., and did then and thereproceed to offer said real estate for sale by public auction, that is to say:

Your said Trustee having previously advertised said real estate into three separate tracts

or parcels, all of which are located in Tangier Election District, in said Somerset County, and State of Maryland, did offer the first of said parcels for sale by public auction, described as follows:

FIRST: All that tracts or parcels of land, situate as aforesaid, known as the "home place", of the late Charles H. Price, bounded on the north by a private road, and the land of P. J. Price, on the west by the lands of M. L. Beauchamp and Charles Barnes, containing 4 5/8 acres, more or less; and being the same land which were conveyed unto the said Charles H. Price by Hamilton N. Jones and wife by three deeds; the first dated December 29, 1888, recorded among the land records of said county in Liber H. F. L. No. 6 folio 681; the second dated May 23, 1891, recorded in Liber H. F. L. No. 9, folio 197; and the third dated Dec. 8, 1894, and recorded in Liber H. F. L. No. 15, folio 584 etc., This property is improved by a two story, frame dwelling and out buildings, whereupon The Somerset Mortgage and Certificates Corporation, a corporation, became the purchaser thereof, it being the highest and best bidder therefor, at and for the sum of two hundred dollars ($200.00).

SECOND: All that tract or parcel of wood land, situate in said election district, lying and binding on the north side of the County Road leading from Melvin Beauchamp's store to Rock Creek, bounded on the north and east by the land of P. J. Price and on the south by the land of Sam. Jones and Arthur Jones and containing 9 7/8 acres, more or less; and being a part of the land which was conveyed unto the said Charles H. Price by H. Fillmore Lankford, Trustee, by deed dated June 13, 1922, and recorded among said Land Records in Liber W. J. S. No. 86 folio 44 etc., and being all the land so conveyed by said deed except so much thereof as was afterwards conveyed by said Price to Wilmer Price and Alva Price, his wife, and Clarence Willing; whereupon The Somerset Mortgage and Certificates Corporation, a corporation as aforesaid, became the purchaser thereof, it being the highest and best bidder therefor, at and for the sum of seventy five dollars ($75.00).

Third: All that tract of land, situate as aforesaid, adjoining the "home place" described in the first item above, and containing 1/2 acre, more or less; and being the same land which was conveyed unto the said Charles H. Price by Henry C. Disharoon et. als. by deed dated the 29th day of April, 1903, and recorded among said land records in Liber O. T. B. No. 40 folio 585 etc., whereupon the said The Somerset Mortgage & Certificates Corporation, a corporation, became the purchaser thereof, it being the highest and best bidder therefor, at and for the sum of twenty five dollars ($25.00).

And your Trustee further reports that said purchaser has complied with the terms of said sales to the satisfaction of your said Trustee.

ALL of which is respectfully submitted,

Harry C. Dashiell

TRUSTEE

State of Maryland, Somerset County, to wit:

I hereby certify that on this 10th day of March, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, Trustee named in the above report of sales; and made oath in due form of law that the matters and things stated in the aforegoing report of sales are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

Eunice Pilchard SEAL OF

Notary Public NOTARY

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

The Somerset Mortgage & Certificates Corporation, and the Receiver for Deals Island Bank	)	No. 4380 Chancery
	)	In the Circuit Court
vs.		for Somerset County,
Julia R. Price et. als.	)	in Equity.

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee aforesaid, be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 10th day of April, nineteen hundred and thirty seven; 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 8th day of April, nineteen hundred and thirty seven.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the twelfth day of April, in the year nineteen hundred and thirty-seven, 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	)	
Deals Island Bank and another	)	No. 4380 Chancery
vs.	)	In the Circuit Court for
Julia R. Price, et. als.	)	Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 12th day of April, nineteen hundred and thirty-seven, that the sale of the real estate, mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

And since it appears that Harry C. Dashiell is the solicitor for the complainant in said cause, it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account 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.

""

Hulda C. Nyquist	)	Be it remembered that heretofore, to wit, on the second
vs.	)	day of January, in the year nineteen hundred and thirty-
Leonard A. Nyquist, Hildur Nyquist Adams and D. Willis Adams, her husband, Myrtle H. Silvia and Thomas Silvia, her husband, Florence D. Nyquist and Arthur F. Nyquist	)	seven, a certain Hulda C. Nyquist, by Harry C. Dashiell,
	)	her solicitor exhibited and filed in the Circuit Court
	)	here a bill of complaint against Leonard A. Nyquist,
	)	Hildur Nyquist Adams and D. Willis Adams, her husband,
		Myrtle H. Silvia and Thomas Silvia, her husband Florence

D. Nyquist and Arthur F. Nyquist, which said bill of complaint is in the words following, to wit:

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court
Leonard A. Nyquist, Hildur Nyquist Adams and D. Willis Adams, her husband, Myrtle H. Sylvia and Thomas Sylvia, her husband, Florence D. Nyquist and Arthur F. Nyquist	)	for Somerset County,
	)	in Equity.
	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your oratrix, complaining says:

First: That a certain Emry Nyquist, late of said Somerset County, deceased, was in his life time and at the time of his death, seized in fee simple absolutely of a farm or tract of land in East Princess Anne Election District, in said Somerset County, State of Maryland, containing one hundred and ten acres, more or less, which was conveyed to the said Emry Nyquist by R. Fulton Waller et. als. by deed dated the twenty sixth day of October, nineteen hundred and twenty, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 81 folio 388 etc.

Second: That being so seized, the said Emry Nyquist departed this life on or about the thirty first day of July, nineteen hundred and thirty six, intestate, and leaving surviving him, a widow, the plaintiff, Hulda C. Nyquist, who is an adult residing in said Somerset County, State of Maryland, and the following children as his only heirs at law, viz: the defendant, Leonard A. Nyquist, a son, who is an adult, unmarried and resides in said Somerset County, Maryland; the defendant, Hildur Nyquist Adams, a daughter who intermarried with the defendant, D. Willis Adams, both of whom are adults and reside in said Somerset County; the defendant, Myrtle H. Silvia, a daughter, who intermarried with the defendant, Thomas Sylvia, both of whom are adults and reside in said Somerset County; the defendant, Florence D. Nyquist, a daughter, who is an adult, unmarried and resides in said Somerset County; the defendant, Arthur F. Nyquist, an adult, and a son, who is a non-compos mentis and is now an inmate and is now an inmate of the Eastern Shore Hospital for the Insane at Cambridge, in Dorchester County, State of Maryland; and the said deceased also left surviving him at the time of his death, a son, Emery T. Nyquist, who departed this life on or about the eighteenth day of October, nineteen hundred and thirty six, intestate, who was unmarried and left no childfen or descendants surviving him but left surviving him as his only heirs at law, his mother, theplaintiff, Hulda C. Nyquist.

Third: That your oratrix and the said defendants are now seized as tenants in common of the aforesaid land, that is to say: your oratrix, the said Hulda C. Nyquist, has an undivided four-ninth interest therein, and the defendants, Leonard A. Nyquist, Arthur F. Nyquist, Hildur Nyquist Adams, Myrtle H. Silvia, and Florence D. Nyquist have each a one-ninth undivided interest therein.

Fourth: That the aforesaid real estate is not susceptible of division or partition among the said parties entitled to interests therein and that it would be for the benefit and advantage of said parties to sell the said real estate and divide the proceeds among them.

TO THE END, THEREFORE:

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

B. That the proceeds of said sale may be divided among your oratrix and the said defendants according to their respective rights and interests therein.

C. That your oratrix may have such other and further relief as her case may require.

MAY it please your Honors to grant unto your oratrix the writ of sub-poena directed to the said Leonard A. Nyquist, Hildur Nyquist Adams and D. Willis Adams, her husband, Myrtle H. Silvia and Thomas Silvia, her husband, Florence D. Myquist, all adults, residing in said Somerset County and State of Maryland, and to Arthur F. Nyquist, an adult but a non-compos mentis, who is an inmate of the Eastern Shore Hospital for the Insane, at Cambridge, in Dorchester County,

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 etc.

Harry C. Dashiell
Solicitor for Complainant.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL

To Arthur F. Nyquist, 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 February next to answer the complaint of Hulda C. Nyquist 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 2nd day of November Anno Domini 1936 ISSUED the 2nd day of January Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in February in the year nineteen huhdred and thirty-seven, and the day of the return of the above recited writ, came again into Court here the said complainant by her solicitor, and the Sheriff of Dorchester County, 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:

Served by reading to and leaving copy of the within subpoena with Arthur F. Nyquist and Triplicate copy with Dr. Chas I. Carey, Supt. Eastern Shore State Hospital, this 4th day of January, 1937.

Roy S. Melvin, Sheriff.

And thereafter, to wit, on the fifteenth day of January, in the year nineteen hundred and thirty-seven, the following answer was filed, to wit:

Hulda C. Nyquist	)	
vs.	)	No. 4980 Chancery
Leonard A. Nyquist, Hildur Nyquist Adams and D. Willis Adams, her husband, Myrtle H. Silvia and Thomas Sylvia, her husband, Florence D. Nyquist and Arthur F. Nyquist	)	In the Circuit Court for Somerset County, in Equity.
	)	

The joint and several answer of Leonard A. Nyquist, Hildur Nyquist Adams and D. Willis Adams, her husband, Myrtle H. Silvia and Thomas Silvia, her husband, and Florence D. Nyquist, to the bill of complaint of Hulda C. Nyquist, the plaintiff in this cause, against them and another in this cause exhibited, respectfully represents:

A copy of the bill of complaint is hereto attached and these defendants and each of them admit the matters and facts in said bill of complaint alleged and consent to the passage of such decree as may be right and proper in the premises.

Leonard A. Nyquist
Hildur Nyquist Adams
D. Willis Adams
Myrtle H. Nyquist Silvia
J. Thomas Silvia
Florence D. Nyquist

And thereafter to wit, on the eighteenth day of January, in the year nineteen hundred and thirty-seven, the said complainant by her solicitor aforesaid filed in Court here a petition in the words following, to wit:

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court for
Leonard A. Nyquist, et. als.	)	Somerset County, in Equity.
	)	

To the Honorable, the Judges of said Court:

The petition of Hulda C. Nyquist, the plaintiff in the above case, respectfully represents:

That the said Arthur F. Nyquist, one of the defendants in the above entitled cause, has been duly returned summoned, but being a non compos mentis, the said defendant can not answer and defend this suit for himself.

Your petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said defendant, Arthur F. Nyquist, who is a non compos mentis as aforesaid.

And as in duty bound, etc.

Harry C. Dashiell
Solicitor for Petitioner.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 16th day of January, nineteen hundred and thirty seven, before me, the subscriber, a Judge of the Circuit Court for said Somerset County, personally appeared Harry C. Dashiell, Solicitor for the Complainant and petitioner in this cause, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

James M. Crockett, Judge.

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

ORDERED, this 16th day of January, nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, upon the aforegoing petition and affidavit, that James R. Stewart be and he is hereby appointed GUARDIAN AD LITEM to appear and answer for said Arthur F. Nyquist, who is a non compos mentis and is one of the defendants in the above entitled cause.

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 Arthur F. Nyquist, a non compos mentis, by James R. Stewart, guardian ad litem, duly appointed by order of this Honorable Court, to the bill of complaint of Hulda C. Nyquist, against him and others in this Court exhibited.

This defendant, being a non compos mentis, can not admit any of the matters and things in said bill of complaint alleged and submits his rights thereunder to the protestion of this Honorable Court.

And as in duty bound etc.

James R. Stewart
GUARDIAN AD LITEM

And thereafter to wit, on the eighteenth day of January, nineteen hundred and thirty-seven, the following order to take testimony was filed, to wit:

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court for
Leonard A. Nyquist et. als.	)	Somerset County, in Equity.
	)	

In the above entitled cause, it appearing to the Court that the defendants, Leonard A. Nyquist, Hildur Nyquist Adams and D. Willis Adams, her husband, Myrtle H. Silvia and Thomse Sylvia,

her husband, and Florence D. Nyquist have filed their joint and several answer to the bill of complaint filed in said cause in which the said defendants admit the matters and facts in said bill of complaint alleged and consent to the passage of such decree as may be right and proper in the premises; and it also appearing that the defendant, Arthur F. Nyqist has been duly summoned to appear to said cause, and has filed an answer therein by guardian ad litem duly appointed by this Court, in which the said defendant submits his rights in this cause to the protection of this Court.

It is thereupon ordered, this 18th day of January, nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, that depositions be taken in said cause in support of the allegations of the bill of complaint before one of the standing examiners of this Court or before a special Examiner appointed by this Court.

And it is further ordered that Eunice Pilchard be and she is hereby appointed Special Examiner to take the testimony in this cause, sice it appears that Harry C. Dashiell, the regular Examiner of this Court, is the solicitor for the Complainant in this cause.

James M. Crockett,

Judge.

And afterwards, to wit, on the twenty-first day of January, in the year nineteen hundred and thirty-seven, Eunice Pilchard, Special Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court for
Leonard A. Nyquist, et. als.	)	Somerset County, in Equity.
	)	

In the above entitled cause an order having been passed for the taking of testimony in said cause, I, Eunice Pilchard, Special Examiner, duly appointed by the Court, to take the depositions in this cause, do hereby certify that at the law office of Harry C. Dashiell, in Princess Anne, Maryland, on Wednesday, January twentieth, hineteen hundred and thirty seven, I did take the following depositions, that is to say:

Leonard A. Nyquist, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Leonard A. Nyquist; age 31 years; residence Princess Anne, Maryland; occupation farming.

Int. 2 Do you know the parties to this suit and if so, how long have you known them?

Ans. I know all the parties to this suit. The plaintiff, Hulda C. Nyquist is my mother. I am one of the defendants and the other defendants are my sisters and the husbandsof the two sisters who are married and my brother. I have known all of the parties all of my life or practically all of my life.

Int. 3 Did you know Emry Nyquist in his life time? If so, is he living or dead? If dead, when and where did he die? Did he or not leave any last will and testament and who are his heirs at law?

Ans. I did known Emry Nyquist in his life time. He was my father and he was killed in an accident at the south end of town at the railroad crossing on July 31, 1936. He did not leave any last will or testament. He died intestate and he left surviving him at the time of his death the following as his only heirs at law:

(a) his widow, the plaintiff, my mother, Hulda C. Nyquist, who is and adult and resides in Somerset County; (b) the defendant, Hildur Nyquist Adams, a daughter, who intermarried with the defendant, D. Willis Adams, both of whom are adults and reside in said Somerset County; (c) the defendant, Myrtle H. Silvia, a daughter, who intermarried with the defendant. Thomas Silvia,

both of whom are adults and reside in Somerset County; (d) the defendant, Florence D. Nyquist, a daughter, who has never married. She is an adult and resides in Somerset County; (e) myself, Leonard A. Nyquist, a son, who also resides in said Somerset County. I am an adult and am unmarried (f) the defendant, Arthur F. Nyquist, a son. My brother Arthur is an adult, but he is of unsound mind and since the Fall of 1928 he has been confined as an inmate of the Eastern Shore Hospital for the Insane at Cambridge, Maryland.

My father also left surviving him at the time of his death, another son, Emery T. Nyquist. My brother, Emery T. Nyquist, died at his home at Princess Anne, Maryland, on October 18, 1936. He was never married and left no children or descendants surviving him.

Int. 4 Please whether or not the said Emry Nyquist owned any real estate at the time of his death, and if so, describe it and give your estimate as to its value?

Ans. At the time of his death, my father owned a farm, located at the south end of Princess Anne, in East Princess Anne, Election District. It is bounded on the north by the lands of The Cohn & Bock Co., on the east by the land of Rudolph C. Powell and the County Road, on the south by the landsof Maude D. Bennett and Frank Collins and on the west by the State Road leading to Kings Creek. The farm contains about 110 acres. It was conveyed to my father by R. Fulton Waller and others by deed dated Octo. 26, 1920, and recorded among the land records of said Somerset County in Liber W. J. S. No. 81 folio 368 etc. This farm is improved by a large frame dwelling, a large barn and other outbuildings, all in very good condition of repair, and is also improved by a frame store building and automobile repair shop located directly on the State Road. This whole property in my opinion is worth from $6000.00 to $7000.00.

Int. 5 Is or not the said real estate susceptible of partition among the parties entitled to interests therein or would it or not be for the benefit of said parties to sell said property and divide the proceeds among them?

Ans. It could not be divided in kind. My mother owns a four-ninth interest in the farm and after her portion was laid off, the other parts would be so situated as to have practically no value at all. It has always been considered a valuable farm and it should be sold as a whole and the proceeds divided among the parties in interests.

Court questionand answer:

"Nothing further, except that I will add that my father owed no debts of any amount at the time of his death. His estate is being administered upon and there will be a considerable personal estate of itself to be distributed after all his debts and expenses of administration are paid".

Test: Eunice Pilchard. Leonard A. Nyquist

D. Willis Adams, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. D. Willis Adams; age 35 years; residence Princess Anne, Maryland; occupation farming.

Int. 2 Do you know the parties to this suit and, if so, how long have you known them?

Ans. I know all the parties to this suit and I have known all the family for the past five years.

Int. 3 Did you knowEmry Nyquist in his life time? If so, is he living or dead? If dead, when did he die? Did he or not leave any last will and testament and who are his heirs at law?

Ans. I did know Mr. Emry Nyquist. He died on July 31, 1936, in a railroad accident at the south crossing at Princess Anne. He left no will and his heirs at law are as follows:

His widow, the plaintiff, Hulda C. Nyquist; the defendant, Leonard A. Myquist, a son; the defendant, Hildur Nyquist Adams, a daughter, who is my wife; the defendant, Myrtle H. Nyquist, a daughter; the defendant, Florence D. Nyquist, a daughter. Myrtle married Thomas Silvia and Florence is unmarried. All of the above parties including myself, a defendant, are adults and

reside in Somerset County, Maryland; the defendant, Arthur F. Nyquist, a son, who is an adult but is of unsound mind and is now at the Eastern Shore Hospital for the Insane at Cambridge, in Dorchester County. My Nyquist also left surviving him at the time of his death, another son, Emery T. Nyquist, This son died at the home at Princess Anne on October 18th. He was unmarried and left no children or descendants surviving him.

Int. 4 Did or not Mr. Nyquist leave any real estate at the time of his death and if so, describe it and state its value?

Ans. At the time of his death, Mr. Nyquist left a farm, located at the south end of Princess Anne, in East Princess Anne Election District. It contains about 110 acres, and is bounded on the west by the State Road to King Creek, on the north by the land of The Cohn & Bock Co., on the east by the land of Rudolph C. Powell and the county road and on the south by the lands of the Bennett estate and Frank Collins. It is worth in my opinion from $6000.00 to $7000.00.

Int. 5 Please state whether or not in your opinion the said farm can be divided in kind or would it or not be for the interest of the parties to sell it as a whole and divide the proceeds?

Ans. It could not be divided up among all the parties in interest. It is improved by a large number of valuable buildings and in any division the portions on the State Road would be far more valuable than the portions in the rear of the farm. I should add also that about 20 acres of the farm is timber land. It had always been considered a valuable farm and the proper way to dispose of it is to sell it as a whole and divide the proceeds among the parties in interests according to their respective rights and interests therein.

Court question and answer:

"Nothing further".

Test: Eunice Pilchard. D. Willis Adams

Thomas Silvia, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Thomas Silvia; age 36 years; residence near Princess Anne, Maryland; occupation farming.

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

Ans. I know all of the parties to this suit and have known them all for the past ten years.

Int. 3 Did you know Emry Nyquist in his life time? If yes, is he living or dead? If dead, when and where did he die? Did he or not die intestate and who are his heirs at law?

Ans. I did know Mr. Emry Nyquist in his life time. He was my father in law. He died on July 31, 1936. He did not leave any last will or testament and his heirs at law are his widow, Mrs. Hulda C. Nyquist, who is the plaintiff in this case, and the following children, who are defendants, viz: a son, Leonard A. Nyquist, who is unmarried, a daughter Hildur Adams, who married D. Willis Adams; a daughter, Florence D. Nyquist, who is unmarried; a daughter, my wife, Myrtle H. Silvia and myself. All of these defendants are adults and reside in Somerset County; a son, Arthur F. Nyquist, who never married and is an adult, but for the past eight years has been confined to the Eastern Shore Hospital for the Insane at Cambridge, Maryland. At the time of his death, Mr. Nyquist also left another son, Emery T. Nyquist, who died on October 18, 1936, at his home at Princess Anne. He was an adult but unmarried and did not leave any children or descendants surviving him.

Int. 4 Please state whether or not Mr. Nyquist left any real estate at the time of his death and, if so, describe it and state its value?

Ans. Mr. Nyquist left a farm, locate right at the southern limits of the town of Princess Anne. It is bounded on the west by the old State Road leading to Kings Creek, on the north by the landof The Cohn & Bock Co., on the east by the land of Rudolph C. Powell and the county road

and on the south by the lands of Mrs. Maud Bennett and Frank M. Collins. This farm contains about 110 acres and is improved by a large dwelling, large barn and other out buildings all in very good repair. On the front of the farm on the State Road is also a very fair size store building and an automobile machine shop. About 20 acres of the farm is in timber. This property in my opinion is worth $6000.00.

Int. 5 Please state whether or not the said real estate is susceptible of partition or division among theparties entitled to interests therein or would it or not be for the benefit and advantage of said parties to sell said real estate and divide the proceeds among them?

Ans. The farm could not be divided up so that each part would be of relative equal value. As I understand the situation, Mrs. Nyquist has now a four ninth interest in the farm and if her interest could be laid off, then the remainder of the farm would be of very little value. The rear of the farm is timber land and of course that does not have near as much value as does the arable land. It has always been considered as one of the large farms in East Princess Anne District and the best thing to do is to keep it intact and sell it as a whole and divide the proceeds.

Court question and answer:

"Nothing more".

Test: Eunice Pilchard. J. Thomas Silvia.

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 twentieth day of January, nineteen hundred and thirty seven.

Eunice Pilchard (SEAL)
Special Examiner

Bill of costs:

Eunice Pilchard Special Examiner $4.00

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

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court for
Leonard A. Nyquist, et als	)	Somerset County, in Equity.
	)	

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

It is thereupon this 17th day of February, in the year nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold.

That Harry C. Dashiell be, and he is hereby appointed Trustee to make such sale; the course and manner of of his proceeding shall be as follows: he shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by him and a surety or sureties, to be approved by the aid Clerk, in the penalty of twelve thousand dollars, if individual surety or surities, 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 three weeks previous notice, inserted in some newspaper printed and published 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 as follows: one-third, in cash, on the day of sale, the balance of the purchase money to be paid in two equal semi-annual installments, from day of sale; the whole to bear interest from the day of sale, and the payment there-

of to be secured by the bonds of the purchaser or purchasers, with a surety or surities to be approved by the said 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.

James M. Crockett, Judge.

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

KNOW ALL MEN BY THESE PRESENTS, that Harry C. Dashiell of Somerset County and State of Maryland, principal, and the American Surety Company, of New York, a corporation created and existing under the laws of the State of New York, as surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of six Thousand Dollars ($6000.00), 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 18th day of February, nineteen hundred and thirtyseven.

WHEREAS the above bounden, Harry C. Dashiell, has been appointed Trustee by a decree of the Circuit Court for Somerset County, in Equity, to sell the property mentioned in the proceedings in the suit of Hulda C. Nyquist against Leonard A. Nyquist, et. als, pending in said Court, the same being No. 4980 Chancery on the chancery docket of said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, Harry C. Dashiell, do and shall, well, truly and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF the said Harry C. Dashiell has hereto set his hand and seal and the said body corporate has caused its corporate seal to be affixed hereto and these presents to be duly signed by its attorney-in-fact, the day and year above written.

TEST: S. Frank Dashiell — Harry C. Dashiell (SEAL)

CORPORATE SEAL — AMERICAN SURETY COMPANY OF NEW YORK

BY Harry C. Dashiell
ATTORNEY-IN-FACT

Which said Bond was thus thereon endorsed, to wit:

The within Bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the seventeenth day of March, in the year nineteen hundred and thirty-seven, 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:

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court for
Leonard A. Nyquist, et. als.	)	Somerset County, in Equity.
	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That after giving bond with security for the faithful discharge of the trust as required by said decree and after giving notice of the time, place manner and terms of sale by advertisement in the MARYLANDER AND HERALD, a weekly newspaper printed and 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, in said County, on Tuesday, the sixteenth day of March, nineteen hundred and thirty seven, at or about the hour of two o'clock P. M., and did then and there proceed to offer said real estate for sale at public auction, that is to say:

Your said Trustee offered all that farm or tract of land, situate in East Princess Anne Election District, in Somerset County, State of Maryland, lying and binding on the east side of the old State Road leading from Princess Anne towards Kings Creek, bounded on the north by the land of The Cohn & Bock Co., bounded on the east by the county road leading to the Kings Creek-Dublin Road, bounded on the south by the lands of Maud D. Bennett and Frank Collins and containing one hundred and ten acres, more or less, of which said area about twenty acres is wood land; and being the same land which was conveyed unto the said Emry Nyquist by R. Fulton Waller and others, by deed dated October twenty sixth, nineteen hundred and twenty, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 81 folio 368 etc. This farm is improved by a dwelling, barn and out buildings and by a store buildings and garage; and D. Willis Adams and Hildur Nyquist Adams, his wife, being the highest and best bidders therefor, became the purchasers thereof, at and for the sum of five thousand three hundred and sixty dollars ($5360.00).

And the aforesaid purchasers have complied with the termsof said sale by paying one-third of the above amount in cash, that is, the sum of seventeen hundred and eighty six dollars, and giving your Trustee theirnote for the balance, endorsed by Henry J. Nelson, and payable upon the ratification of said sale by this Honorable Court.

ALL of which is respectfully submitted,

Harry C. Dashiell

Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of March, nineteen hundred and thirty seven, before me, the subscriber, a Clerk of the Circuit Court of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, Trustee named in the above report of sales, and made oath in due form of law that the matters and things stated in the aforegoing report of sales are true as therein stated to the best of his knowledge and belief; and that the sale therein reported was fairly made.

J. Millard T awes

Clerk of the Circuit Court
for Somerset County, Maryland.

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

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court for
Leonard A. Nyquist	)	Somerset County, in Equity
	)	

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee aforesaid, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the17th day of April, nineteen hundred and thirty seven; 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 15th day of April, nineteen hundred and thirty seven.

The report states the amount of sales to be $5360.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the nineteenth day of April, in the year nineteen hundred and thirty-seven, came again into Court here the said complainant, by her solicitor aforesaid, and on motion of the said complainant, by her solicitor, aforesaid, the Court here passed the following order, to wit:

Hulda C. Nyquist	)	No. 4980 Chancery
vs.	)	In the Circuit Court for
Leonard A. Nyquist, et. als.	)	Somerset County, in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 19th day of April, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

AND since it appears that Harry C. Dashiell is the solicitor for the complainant in said cause, it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account 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 May, being the third day of the same month, in the year of our Lord one thousand nine hundred and thirty-seven.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.
Wm. H. Dryden, Esq., Sheriff. J. Millard Tawes, Clerk.

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE Under power in a mortgage from Julia Teagle and husband to Home Owners Loan Corporation assigned to Harry C. Dashiell for collection and foreclosure	) Be it remembered that heretofore, to wit, on) the second day of March, in the year nineteen) hundred and thirty-seven, 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 Home Owners' Loan Corporation, by a certain Julia Teagle and James Teagle, her husband, of said county and State, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this third day of October, 1934, by and between Julia Teagle and James Teagle, her husband, of Chance, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of twelve hundred eighty & 00/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of twelve hundred eighty & 00/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $10.12 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All those two lots or parcels of ground in Tangier Election District, Somerset County, Maryland, in the neighborhood of Rock Creek, and described as follows:

PARCEL NO. 1. Beginning at a bounder set up on the line now or formerly of Hamilton Jones and at the south corner of the lot now or formerly of George Teagle; thence north 70 degrees 30 minutes east 23 poles to a bounder set up at the private road on the edge of the marsh; thence the two following courses and distances; south 47 degrees 15 minutes east 4.2 poles, south 78 degrees east 5 poles to a pine tree; thence with the northwest side of a leading ditch now or formerly of A. C. Disharoon south 64 degrees 15 minutes west 28.7 poles to a bounder set up on said Hamilton Jones line; thence north 21 degrees 30 minutes west 9.7 poles to the place of beginning, laid out for 1 5/16 acres of land; being the same land as conveyed from James Teagle unto said Julia Teagle, his wife, by deed dated March 8, 1891, and recorded in Somerset County Land Record Liber H. F. L. No. 9, folio 53.

PARCEL NO. 2. All that lot or parcel of land beginning at a bounder set up on the northeast side of the lot of land now or formerly of Hamilton Jones and the northwest corner of the land above described as Parcel No. 1; thence with said Parcel No. 1 north 70 degrees 30 minutes east 23 poles to a bounder set up at the edge of the marsh; thence north 47 degrees 15 minutes west 9 poles to a bounder set up; thence south 70 degrees 30 minutes west 19 poles to the center of a pair of bars and thence south 21 degrees 30 minutes east 8 poles to the place of beginning, laid out for 1 acre and 8 square poles; being the same land as conveyed from John Teagle unto said Julia Teagle, by deed dated April 26, 1901, and recorded among said Land Records in Liber O. T. B. No. 31, folio 69.

SAVE AND EXCEPTING from Parcel No. 2 hereinbefore described all that lot or parcel which was conveyed off from Julia Teagle and others, unto Odessa Teagle, by deed bearing date of June 25, 1930, and recorded among said land records in Liber G. W. L. No. 100, folio 264, and described in said deed as beginning at a point on the south side of the main County Road where the land of the said Julia Teagle adjoins the lands of Arthur Jones; thence running southerly and at right angles to said County Road 50 feet and thence running northerly and parallel with the first line of the lot hereby conveyed 72 feet to the south side of the County Road; thence running westerly by and with said County Road fifty feet to the place of beginning.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said

property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and inthis mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to

violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the state of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus(if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commissions the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission,, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST:	Eunice Pilchard.	Julia Teagle	(SEAL)
	Harry C. Dashiell.	his James x Teagle mark	(SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this third day of October, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Julia Teagle and James Teagle, her husband, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Harry C. Dashiell, Agent Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Eunice Pilchard SEAL OF
Notary Public NOTARY

My commission expires the 6th day of May,1934.

Received for Record October 4th, 1934, and recorded in Liber J. M. T. No. 109, folio 1, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 19th day of February, 1937.

WITNESS; Edith T. Affayroux CORPORATE Chas. B. Lyddane
SEAL Regional Treasurer

Filed for Record 2nd Mardh, 1937, and recorded in Liber J. M. T. No. 109, folio 1.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

$1280.00 Chance, Maryland
October 3 1934

For value received I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $1280.00, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $10.12 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in

fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for those benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of each party.

Julia Teagle (SEAL)
Chance, Maryland
his
James x Teagle (SEAL)
mark

Test: as to James Teagle

Harry C. Dashiell

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

KNOW ALL MEN BY THESE PRESENTS, That we, Harry C. Dashiell, as principal and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00), 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, administrators, executors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of March, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under the power of sale contained in a mortgage from Julia Teagle and husband to Home Owners Loan Corporation, dated October 3, 1934, recorded among the Land Records of Somerset County in Liber J. M. T. 109, folio 1, the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in the said mortgage, default having been made in the payment of the debt therein specified, and the condition and the covenants therein contained.

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

In testimony whereof, the said Harry C. Dashiell, has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Harry C. Dashiell (SEAL)

Signed, sealed and delivered
in the presence of: CORPORATE UNITED STATES FIDELITY &GUARANTY CO.
Louise V. Powell SEAL By H. M. Walters
Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the thirty-first day of March, in the year nineteen hundred and thirty-seven, 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:

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	
	)	No. 5008 Chancery
Under power in a mortgage from Julia Teagle and James Teagle, her husband, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	

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 Julia Teagle and James Teagle, her husband, to the Home Owners Loan Corporation, a corporation, dated October third, nineteen hundred and thirty four and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 109 folio 1, 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 the said Court, or 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bill posted at the Court House door, in Princess Anne, in said County, he did, pursuant to said notice, attend at the Court House door in Princess Anne, in said Somerset County, State of Maryland, on Tuesday, the thirtieth day of March, nineteen hundred and thirty seven, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate, as follows:

Your Assignee offered for sale all the two lots of land in Tangier Election District, in said Somerset County, State of Maryland, whereon James and Julia Teagle have resided for many years, lying and binding on the south side of the old county road in Rock Creek, adjoining the lands of Arthur Jones, Odessa Teagle and James E. Simmons and containing about two acres, more or less; and being the same lands which were conveyed unto the said Julia Teagle by two deeds, the first from James Teagle, dated March eighth, eighteen hundred and ninety one, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 9 folio 53; and the second from John Teagle dated April twenty sixth, nineteen hundred and one and recorded among the said land records in Liber O. T. B. No. 31 folio 69 etc., except so much thereof as was afterwards conveyed to Odessa Teagle by by Julia Teagle and others, by deed dated June twenty fifth, nineteen hundred and thirty and recorded among the said Land records in Liber G. W. L. No. 100 folio 264 etc. This property is improved by a two-story, frame dwelling and out-buildings.

AND your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of ELEVEN HUNDRED DOLLARS ($1100.00); and the said purchaser has complied with the terms of said sale to the satisfaction of said Assignee.

All of which is respectfully submitted,

Harry C. Dashiell

Assignee

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 31st day of March, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report of sales 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 first above written.

Eunice Pilchard SEAL OF

Notary Public NOTARY

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 Julia Teagle and James Teagle, her husband, to the Home Owners Loan Corporation, a corporation, and assigned by the Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	No. 5008 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of May, nineteen hundred and thirty seven; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 28th day of April, nineteen hundred and thirty-seven.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the third day of May, in the year nineteen hundred and thirty-seven, 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 Julia Teagle and James Teagle, her husband to Home Owners Loan Corporation, and assigned etc.	)	No. 5008 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 3rd day of May, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, 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.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the above entitled cause, since it appears that Harry C. Dashiell, the regular Auditor of this Court, is the Solicitor for the Complainant in said cause.

Benjamin 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.

"""

HARRY C. DASHIELL, ASSIGNEE EX PARTE Under power in a mortgage from Frank Collins and Lila Collins, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	)	Be it remembered that heretofore, to wit, on the second day of March, in the year nineteen hundred and thirty-seven, 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 Home Owners Loan Corporation, by a certain Frank Collins and Lila Collins, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 8th day of May, 1934, by and between Frank Collins and Lila Collins, his wife, of Princess Anne, Somerset County, State of Maryland, Mortgagors, and the HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of five hundred thirty-one & 74/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of five hundred thirty-one & 74/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $5.00 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance, and with further privilege to the Mortgagors to pay the sum of $2.21 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagors, provided all other conditions and covenants in said note and herein on the part of the Mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $5.00, to be applied, first, to interest on the unpaid balance and the remainder to principal until said debt is paid in full; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that inthe event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All those two lots of land in West Princess Anne District, Somerset County, Maryland, and further described, viz:

PARCEL NO. 1. All that lot or parcel of land on the west side of and fronting on the old County Road leading from Princess Anne to Kings Creek, and which is laid down and described as Lot No. 3 on a plat filed with and as a part of a deed from The Somerset Tile Co., to James I. Dennis, and others, Trustees, dated June, 1920, and recorded in Somerset County Land Record Liber W. J. S. No. 80, folio 549, the side lines of said lot being 7.11 chains and 6.90 chains respectively, and the back line being 35 links, containing 1/4 of an acre, more or less.

PARCEL NO. 2 All that lot or land lying on the west side of and fronting on said Old County Road and which is laid down and described as Lot No. 4 on the said plat mentioned above, the side lines of said lot being 6.90 chains and 6.71 chains respectively, and the back line 36 links, containing 1 /4 of an acre.

The Parcels of land hereby conveyed adjoin the land now or formerly of Mary Disharoon and Bill Charles Jones, and being the same land as conveyed from The Somerset Tile Co., a corporation, unto said Frank Collins, and Lila Collins, his wife, by deed dated November 3, 1923, and recorded among said Land Records in Liber W. J. S. No. 87, folio 552.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of theparties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereon, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration, and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether

the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commissions the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 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, costs, expenses and commission.

AND the mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

Test: Frank Collins (SEAL)

Vernon E. White. Lila Collins (SEAL)

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, that on this 8th day of May, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Frank Collins and Lila Collins, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared L. Roy Willis, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Vernon E. White SEAL OF

Notary Public NOTARY

My commission expires the 6th day of May, 1935.

Received for Record May 15th, 1934, and recorded in Liber J. M. T. No. 107, folio 152, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure,

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 23rd day of February, 1937.

WITNESS: CORPORATE Chas. B. Lyddane

Edith T. Offayroux SEAL Regional Treasurer.

Filed for Record 2nd March, 1937, and recorded in Liber J. M. T. No. 107, folio 152.

Test: J. Millard Tawes.

May Term, 1937.

SECURED BY MORTGAGE

18D-130

$531.74 Princess Anne, Maryland

May 8, 1934.

For value received I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $531.74, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $5.00 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of $2.21 monthly from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of this note and the instruments securing the same are promptly met, and thereafter the monthly payment shall be $5.00 per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of each party.

Frank Collins (SEAL)
Princess Anne, Maryland.

Lila Collins (SEAL)
Princess Anne, Maryland.

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

KNOW ALL MEN BY THESE PRESENTS, That we Harry C. Dashiell, as principal and the United States Fidelity and Guaranty Company, a corporation with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred Dollars ($500.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of March, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Frank Collins and wife to Home Owners Loan Corporation, dated May 8, 1934, recorded among the Land Records of Somerset County, State of Maryland, in Liber J. M. T. 107 folio 152, the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

The condition of this obligation is such that if the above bounden Harry C. Dashiell 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.

In testimony whereof, the said Harry C. Dashiell has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Harry C. Dashiell (SEAL)

Signed, sealed and delivered in the presence of — CORPORATE SEAL — UNITED STATED FIDELITY AND GUARANTY CO.

Louise V. Powell — BY H. M. Walters, Attorney-in-Fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirty-first day of March, in the year nineteen hundred and thirty-seven, 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:

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)
	) No. 5009 Chancery
Under power in a mortgage from Frank Collins and Lila Collins, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	) In the Circuit Court for
	) Somerset County, in Equity.
	)
	)

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 Frank Collins and Lila Collins, his wife, to the Home Owners Loan Corporation, a corporation, dated May eighth, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 107 folio 152, duly assigned to the undersigned for foreclosure, under and by virtue of the power of sale therein contained, default having been made in the payment of the money secured by saidmortgage 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 the said Court, or 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bill posted at the Court House door, in Princess Anne, in said County, he did, pursuant to said notice, attend at the Court House door in Princess Anne, in said Somerset County, State of Maryland, on Tuesday, the thirtieth day of March,

nineteen hundred and thirty seven, at the hour of two o'clock P. M., and then and there proceed to sell said real estate, as follows:

Your Assignee offered for sale all the two lots of land in West Princess Anne Election District, in said Somerset County, State of Maryland, whereon the said Frank Collins and wife (colored) reside, lying on the west side of the old county road, leading from Princess Anne towards King Creek, adjoining the lands of Mary Disharoon, George Lankford and Bill Charles Jones, and containing one-half of an acre, more or less; and being the same land which was conveyed unto the said Frank Collins and Lila Collins, his wife, by The Somerset Tile Company, a corporation, by deed dated the third day of November, nineteen hundred and twenty three and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 87 folio 552 etc. This property is improved by a two story, frame dwelling.

AND your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best 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.

All of which is respectfully submitted,

Harry C. Dashiell

Assignee

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 31st day of March, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report of sales are true 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.

Eunice Pilchard SEAL OF

Notary Public NOTARY

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	
	)	No. 5009 Chancery
Under power in a mortgage from Frank Collins and Lila Collins, his wife, to Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	
	)	

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary be shown on or before the 1st day of May, nineteen hundred and thirty seven; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 28th day of April, nineteen hundred and thirty seven.

The report states the amount of sales to be $450.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 3rd day of May, in the year nineteen hundred and thirty-seven 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 Frank Collins and Lila Collins, his wife, to Home Owners Loan Corporation, and assigned etc.	)	No. 5009 Chancery Inthe Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 3rd day of May, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, 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.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the above entitled cause, since it appears that Harry C. Dashiell, the regular Auditor of this Court, is the solicitor for the Complainant 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 Jones, Clerk.

"""

HARRY C. DASHIELL, ASSIGNEE EX PARTE Under power in a mortgage from Winfred G. Scott and wife to Home Owners Loan Corporation, and assigned to Harry C. Dashiell for collection and foreclosure	)	Be it remembered that heretofore to wit, on the third day of March, in the year nineteen hundred and thirty-seven, 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 Home Owners' Loan Corporation, by a certain Winfred G. Scott and Susie L. Scott, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 23rd day of October, 1934, by and between Winfred G. Scott and Susie L. Scott, his wife, of Deals Island, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of nine hundred & 00/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of nine hundred & 00/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $7.12 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot or parcel of land on Deals Island, Somerset County, Maryland, adjoining the land now or formerly of William W. Evans, beginning at the turn of a ditch near the south corner of the lot of land now or formerly of John T. Bennett; thence with the south side of said ditch north 79 degrees east 13.5 rods to a cedar bounder set up on the south side of said ditch; thence south 1 degree 45 minutes east 6 rods to a cedar bounder set up in the field; thence south 79 degrees west 12.8 rods to a bounder set up at the east side of a ditch between this lot and the land belonging to said William W. Evans; and thence with the east side of said ditch to the place of beginning, laid out for 78 square rods of arable land, together with a 12 foot road leading from the northeast corner of the lot herein described with the south side of said ditch to the public road; save and excepting therefrom all that lot, piece or parcel of the above described parcel of land, which was conveyed off from Ella T. Scott and Samuel J. Scott, her husband, unto Samuel L. Fallin, by deed dated May 12, 1902, and recorded in Somerset County Land Record Liber No. 33, folio 164, and more particularly described (in said deed) as beginning at the turn in the ditch near the south corner of the lot now or formerly of John T. Bennett; thence with the south side of said ditch north 79 degrees 15 minutes east 2.5 rods or 41¼ feet; thence south 1 degree 30 minutes east 6 rods; thence south 79 degrees 15 minutes west 2.5 rods to the line ditch between this lot and the land now or formerly belonging to the said William W. Evans; thence with the east side of said ditch to the place of beginning, laid out for 15 square rods of arable land.

Being the same land as conveyed from Sadie Webster and Fred Webster, her husband, unto said Winfred Scott, by deed dated May 14, 1928, and recorded in Somerset County Land Record Liber G. W. L. No. 96, folio 460.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee, or its agent, deliver the receipted bills for ground rent and taxes accruing on said

property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors hereineither in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on saidpremises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible

at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially saidproperty and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST: Eunice Pilchard. Winfred G. Scott (SEAL)

Susie L. Scott (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 23d day of October, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Winfred G. Scott and Susie L. Scott, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Harry C. Dashiell, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Eunice Pilchard SEAL OF
Notary Public NOTARY

My commission expires the 6th day of May, 1935.

Received for Record October 25th, 1934, and recorded in Liber J. M. T. No.109, folio 31, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 25th day of February, 1937.

WITNESS: Edith T. Offayroux. Chas. B. Lyddane CORPORATE
Regional Treasurer. SEAL

Filed for Record 3rd March, 1937, and recorded in Liber J. M. T. No. 109, folio 31.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE
18D-276

$900.00 Deals Island, Maryland.
October 23, 1934.

For value received I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $900.00 with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $7.12 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note/any and all homestead and exemption rights to which we, or either of us, may be entitled, and, I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any

homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of each party.

Winfred G. Scott (SEAL)
Deals Island, Maryland

Susie L. Scott (SEAL)
Deals Island, Maryland.

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, as principal and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00) 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, administrators, executors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of March, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under the power of sale contained in a mortgage from Winfred T. Scott and wife to Home Owners Loan Corporation, dated October 23, 1934, recorded among the Land Records of Somerset County in Liber J. M. T. 109, folio 31, the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

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

In testimony whereof, the said Harry C. Dashiell has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Harry C. Dashiell (SEAL)

Signed, sealed and delivered in the presence of: CORPORATE UNITED STATES FIDELITY & GUARANTY CO.

Louise V. Powell SEAL BY H. M. Walters
Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirty-first day of March, in the year nineteen hundred and thirty-seven, 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	)	No. 5010 Chancery
	)	In the Circuit Court for
Under power in a mortgage from Winfred G. Scott and Susie L. Scott, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	)	Somerset County, in Equity.

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 Winfred G. Scott and Susie L. Scott, his wife, to the Home Owners Loan Corporation, a corporation, dated October twenty third, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 109 folio 31 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 the said Court, or 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bill posted at the Court House door, in Princess Anne, in said County, hedid, pursuant to said notice, attend at the Court House door in Princess Anne, in said Somerset County, State of Maryland, on Tuesday, the thirtieth day of March, nineteen hundred and thirty seven, at the hour of two o'clock P. M. and then and there proceed to sell said real estate as follows:

Your Assignee offered for sale all that lot of land on Deals Island, in Deals Island Election District, in Somerset County, Maryland, adjoining the land formerly belonging to William Wallace Evans beginning at the turn of a ditch near the south corner of the lot now or formerly of John T. Bennett, thence with the south side of said ditch N. 79 E. 13.5 rods to a cedar bounder set up on the south side of said ditch, thence S. 1 45 E. 6 rods to a cedar bounder set up inthe field; thence S. 79 W. 12.8 rods to a bounder set up at the east side of a ditch between this lot and the said Evans' land; and thence with the east side of said ditch to the beginning, containing 78 square rods of land; together with a 12 ft. road leading from the north east corner of said lot with the south side of said ditch to the public road; but excepting therefrom all that lot of the above described land beginning at the turn in the ditch near the south corner of the said Bennett land; thence with the south side of said ditch N. 79 15 E. 2.5 rods; thence S. 1 30 E. 6 rods; thence S. 79 15 W. 2.5 rods to the line ditch between this lot and the land formerly belonging to said Evans, and thence with the east side of said ditch to the beginning, containing 15 sq. rods of land, more or less; and being the same land which was conveyed unto the said Winfred G. Scott by Sadie Webster and husband, by deed dated the fourteenth day of May, nineteen hundred and twenty eight and recorded among the Land Redords of said Somerset County in Liber G. W. L. No. 96 folio 460 etc. This property is improved by a two story frame dwelling.

AND your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of eight hundred dollars, and the said purchaser has complied withthe terms of said sale to the satisfaction of your said Assignee.

All of which is respectfully submitted,

Harry C. Dashiell
Assignee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 31st day of March, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

Eunice Pilchard SEAL OF
Notary Public NOTARY

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	
	)	No. 5010 Chancery
Under power in a mortgage from Winfred G. Scott and Susie L. Scott, his wife, to Home Owners Loan Corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	
	)	

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of May, nineteen hundred and thirty seven; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 28th day of April, nineteen hundred and thirty seven.

The report states the amount of sales to be $800.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 3rd day of May, in the year nineteen hundred and thirty seven, 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	)	
	)	No. 5010 Chancery
Under power in a mortgage from Winfred G. Scott and wife to Home Owners Loan Corporation, and assigned etc.	)	In the Circuit Court for
	)	Somerset County, in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 3rd day of May, nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, 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.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in this cause, since it appears that Harry C. Dashiell, the regular Auditor of this Court, is the solicitor for the Complainant inthis 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.

"""

George H. Myers, Assignee Assignee under power in mortgage from Francis W. Marriner and wife	Be it remembered that heretofore to wit, on the tenth day of March, in the year nineteen hundred and thirty-seven, 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 Franciss W. Marriner and Sarah P. Marriner, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 1st day of January, in the year nineteen hundred and twenty-one, by Francis W. Marriner and Sarah P. Marriner, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Francis W. Marriner is indebted to the "Bank of Somerset", a body corporate, in the sum of Three Thousand Dollars, which said sum the said Bank of Somerset had advanced and paid for the said Francis W. Marriner 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 Francis W. Marriner and Sarah P. Marriner for said sum of Three Thousand Dollars, 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 Francis W. Marriner and Sarah P. Marriner, his wife, do grant and convey unto the said Bank of Somerset, its successors and assigns, all that farm or tract or parcel of land in East Princess Anne District, Somerset County, Maryland, which was conveyed to the said Francis W. Marriner by Lafayette Burlingame and wife by deed dated the 27th day of December, 1920, not yet delivered but intended to be delivered and recorded cotemporaneously with this mortgage, containing one hundred and sixty-one and seventy-two one-hundredths acres, more or less, lying on the south side of the county roadleading from Princess Anne To Snow Hill, and being a part of the land which was conveyed to the said Lafayette Burlingame by Harry H. Wilford and George A. Wilford and others, and all of the land which was conveyed to the said Lafayette Burlingame by John Dona and wife and Samuel Bowland and Gertrude Bowland, and reference is hereby made to said deed to the said Francis W. Marriner and the surveyor's plat and certificate forming a part of said deed 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 everykind, 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 Francis W. Marriner and Sarah P. Marriner 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 de-

fault 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 theirheirs, 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 jursidiction 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, 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: Franciss W. Marriner (SEAL)

Samuel H. Sudler. Sarah P. Marriner (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify, That on this 1st day of January, in the year nineteen hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Francis W. Marriner and Sarah P. Marriner, 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

agant 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.

Samuel H. Sudler SEAL OF
Notary Public NOTARY

Received for Record January 4th, 1921, and recorded in Liber W. J. S. No. 82, folio 304 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

FOR VALUE RECEIVED, the Bank of Somerset, a body corporate, hereby assigne 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.

Attest: BANK OF SOMERSET
Princess Anne, Md.
CORPORATE
S. H. Sudler SEAL BY Wm. B. Spiva,
President.
Cashier

Filed for Record September 13th, 1934, and recorded in Liber W. J. S. No. 82, folio 304.

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 signature of the said The Somerset Mortgage and Certificates Corporation, by William B. Spiva, its Vice-President, and the corporate seal thereof, this ninth day of March, nineteen hundred and thirty-seven.

ATTEST: THE SOMERSET MORTGAGE AND CERTIFICATES CORPORATION
CORPORATE
J. A. Powell SEAL BY Wm. B. Spiva
Vice-President.

Filed for Record 10th March, 1937, and recorded in Liber W. J. S. No. 82, folio 304.

Test: J. Millard Tawes, 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, 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 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 ninth day of March, nineteen hundred and thirty-seven.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Francis W. Marriner and Sarah P. Marriner, his wife, to Bank of Somerset, dated January first, nineteen hundred and twenty one, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 82, folio 304, 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.

WITNESS: 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 sixth day of April, in the year nineteen hundred and thirty-seven, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit so aforesaid filed, are in the words following, to wit:

George H. Myers, Assignee Ex Parte under power in mortgage from Francis W. Marriner and wife	)	No. 5018 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judges of said Court:

The report of sales of George H. Myers, Assignee of a certain mortgage made and executed by Francis W. Marriner and wife to Bank of Somerset and dated January 1, 1921 and recorded among the Land Records of said Somerset County in Liber No. 82 folio 304, 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 sixth day of April, in the year nineteen hundred and thirty-seven, at two o'clock P. M., and then and there proceed to sell said property, to-wit: All that farm or tract or parcel of land in East Princess Anne District, Somerset County, Maryland, which was conveyed to the said Francis W. Marriner by Lafayette Burlingame and wife by deed dated the twenty seventh day of December, 1920, and duly recorded among the Land Records of said Somerset County, containing one hundred and sixty-one and seventy-two one hundredths acres, more or less, lying on the south side of the county road leading from Princess Anne to Snow Hill, and being a part of the land which was conveyed to the said Lafayette Burlingame by Harry H. Wilford, and George A. Wilford and others, and all of the land which was conveyed to the said Lafayette Burlingame by John Done and wife and Samuel Bowland and Gertrude Bowland, and reference is hereby made to said deed to the said Francis W. Marriner and the surveyor's plat and certificate forming a part of said deed for full and accurate description.

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:-

J. Millard Tawes, Clerk's fees	$11.00
Edwin B. Muir, auctioneer	2.00
Somerset News, advertising and order nisi	15.00
Carlos Bozman, Treasurer State and county taxes 1934-36	82.06
Assignee's Account of commissions	65.00
TOTAL	$ 175.06
Balance to Somerset Mortgage and Certificates Corporation a/c mortgage debt and interest	1824.94
	$2000.00

Respectfully submitted,
Geo. H. Myers,
Assignee.

State of Maryland, Somerset County, Sct:

On this 6th day of April, nineteen hundred and thirty-seven, 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 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 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	)	No. 5018 Chancery
under power in mortgage from	)	In the Circuit Court for
Francis W. Marriner and wife	)	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, to be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of May, 1937, 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 May, 1937.

The report states the amount of sales to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the eighth day of May, in the year nineteen hundred and thirty-seven, 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	)	No. 5018 Chancery
under power in mortgage from	)	In the Circuit Court for
Francis W. Marriner and wife	)	Somerset County, Maryland.
	)	

ORDERED BY THE COURT, This eighth day of May, 1937, 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. Millard Tawes, Clerk.

" " " "

May Term, 1937.

L. Creston Beauchamp, Ex parte.	) Be it remembered that heretofore, to wit, on the
Trust created by mortgage from	) 19th day of February, in the year nineteen hundred
Thomas H. Kiah and wife	) and thirty-seven, 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 the Peoples Bank of Somerset County by Thomas H. Kiah and wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this seventeenth day of February, in the year nineteen hundred and twenty-five, by Thomas H. Kiah and Cynthia O. Kiah, his wife, of Somerset County, Maryland, witnesseth:

Whereas, the said Thomas H. Kiah and Cynthia O. Kiah, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a Maryland corporation in the sum of twenty-five hundred dollars, for money loaned by said bank to the said Thomas H. Kiah and Cynthia O. Kiah, evidenced by the bill obligatory of the said Thomas H. Kiah and Cynthia O. Kiah, his wife, for said sum of twenty-five hundred dollars, dated evenly herewith, and payable to the said Peoples Bank of Somerset County two years after date, with interest from date, payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of twenty-five hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said Thomas H. Kiah and Cynthia O. Kiah, his wife, do hereby grant and convey unto the said Peoples Bank of Somerset County, a body corporate as aforesaid, its successors and assigns, all that tract or parcel of land, situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, being a part of Brownstone, lying on the south side of the State Road leading from Princess Anne to Deal's Island and on the west side of Fitzgerald's Lane, and containing 50 acres, more or less; the land hereby conveyed being the same and all the land which was conveyed to the said Thomas H. Kiah by James E. Moore and others by deed dated the 20th of December, 1920, recorded among the land records of said Somerset County in Liber W. J. S. No. 81, folio 502.

To which said deed and all the references therein contained, special reference is here made, as a part hereof, for full and accurate description of the property hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Thomas H. Kiah and Cynthia O. Kiah, 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 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 or 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 adveritsing 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 andinterest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; 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 affected 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: Thomas H. Kiah (SEAL)

Vernon E. White. Cynthia O. Kiah (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 17th day of February, 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 Thomas H. Kiah and Cynthia O. Kiah, 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 inthe 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.

Vernon E. White SEAL OF
Notary Public NOTARY

Received for Record 17th February, 1925, and recorded in Liber W. J. S. No. 89, folio 66 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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 credit of Harry E. Muir, County Treasurer.

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

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

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

KNOW all men by these presents that we, L. Creston Beauchamp, principal, of Somerset County, Maryland, and the Maryland Casualty Company, a body corporate, surety, are held and firmly bound unto the State of Maryland in the sum of three thousand dollars to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, sealed with our seals and dated this nineteenth day of February, nineteen hundred and thirty-seven;

WHEREAS, by mortgage dated the 17th of February, 1925, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 89, folio 66, a certain Thomas H. Kiah and Cynthia Kiah, his wife, conveyed to the Peoples Bank of Somerset County certain real estate described therein, and whereas default has occurred under the terms and conditions of said mortgage, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp, as attorney named therein, is authorized to sell the mortgage property, and is about to exercise said power of sale by a sale of said mortgaged property;

NOW, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him in and by said mortgage, and shall abide by and 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.

L. Creston Beauchamp (SEAL)
Principal

Test: THE MARYLAND CASUALTY COMPANY
CORPORATE
Benjamin L. Barnes SEAL by L. C. Beauchamp
Agent

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fifth day of April, in the year nineteen hundred and thirty-seven, 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:

Trust created by mortgage	)	No. 5005 Chancery
from Thomas H. Kiah and wife	)	In the Circuit Court for Somerset
L. Creston Beauchamp, Ex parte	)	County, Maryland.
	)	

To the Honorable, the Judge of said Court.

The report of sale by L. Creston Beauchamp, attorney named in a mortgage made and executed by Thomas H. Kiah and wife to the Peoples Bank of Somerset County, dated the 17th of February, 1925, recorded among the land records of Somerset County, Maryland, 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, March 16th, 1937, 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, tract or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, being a part of Brownston, lying on the south side of the state road leading from Princess Anne to Deal's Island and on the west side of Fitzgerald's Lane, and containing 50 acres, more or less, being the same and all the land conveyed to Thomas H. Kiah by J. E. Moore, et al, by deed recorded in Liber W. J. S. No. 81, folio 502, improved by a dwelling and outhouses, and sold the same to Edward James Hall, Jr., he being the highest bidder therefor, at and for the sum of sixteen hundred and twenty-five dollars, which the purchaser has fully paid.

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

Whole amount of sale		$1625.00
Costs, as taxes by Clerk,	$20.50	
State & County taxes	910.81	
Auctioneer	2.00	
Advertising Sale & Order Nisi	22.75	
Commissions, per Chancery rule	105.00	
Premium on bond	12.00	
		1073.06
	$	551.94
To the County Commissioners of Somerset County, holder of mortgage note	2500.00	
Interest due to day of sale	787.50	3287.50
Balance due holder of mortgage,		2735.56

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

All of which is respectfully submitted,

L. Creston Beauchamp
Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this fifth day of April, 1937, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the trustee mentioned in the foregoing report of sale, and made oath in due form of law that the

matters and things stated in said report are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of the proceeds of sale by him made was fairly made.

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	)	No. 5005 Chancery
Trust created by mortgage from	)	In the Circuit Court for
Thomas H. Kiah and wife.	)	Somerset County, Maryland.
	)	

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this fifth day of April, 1937, that the report of L. Creston Beauchamp, trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported and the distribution of the proceeds of 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 seventh of May, 1937; provided a copy of this order be inserted in some newspaper published in said Somerset County once in eachof three successive weeks before the sixth of May, 1937.

The report states the amount of sale to Be $1625.00.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp,	)	No. 5005 Chancery
Ex parte.	)	In the Circuit Court for
	)	Somerset County, Md.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed andno cause to the contrary having been shown, it is this 11th day of May, 1937, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of proceeds 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.

"""

In the matter of the tax sale of real estate in Asbury Election District, Somerset county, Maryland, assessed to Randolph Sterling hrs for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County.	)	Be it remembered that heretofore, to
	)	wit, on the third day of March, in
	)	the year nineteen hundred and thirty-
Chester R. Nelson, Purchaser.	)	seven, a certain Carlos Bozman, Col-
	)	lector of state and county taxes for
	)	the years 1931 and 1932, 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 Asbury Election District, Somerset County, Maryland, assessed to Randolph Sterling hrs for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County.	)	No. 5013 Chancery
	)	In the Circuit Court for
Chester R. Nelson, Purchaser.	)	Somerset County, Maryland.

To the Honorable,the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes therefor, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of Somerset County, Maryland, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said county, in the performance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of person 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 persons, set of persons or corporate institution;

That by said levy the said Commissioners did levy upon the property assessed to Randolph Sterling hrs in Asbury Election District, Somerset County, Maryland, the sum of no dollars and thirty-eight cents state taxes, and two dollars and sixty-two cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector as aforesaid, gave 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 E. Muir, then Treasurer and Collector as aforesaid, prepared the tax bills of every taxpayer and forwarded the same by mail, or delivered the same to theperson, set of 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 addressed 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 notice and advertisement 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer as aforesaid, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Randolph Sterling hrs in Asbury Election District, Somerset County, Maryland, the sum of no dollars and thirty-eight cents state taxes, and two dollars and forty cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 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 E. Muir, then 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, set of 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 ascertain by him, on or before the first of October, next succeeding said levy, and that said 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Randolph Sterling hrs in Asbury Election District, Somerset County, Maryland, the said Carlos Bozman, County Treasurer and Collector for said county, having found it necessary to enforce the payment of said taxes by a sale of said real estate, the said real estate not being capable of division in the judgment of the said Treasurer, did advertise the whole of said real estate in the Crisfield Times, a newspaper published in said 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 said county, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement did, on Friday, August 9th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot or tract of land, being the real estate assessed to Randolph Sterling hrs in Asbury Election District, said Somerset County, as follows:

No. 117. All that lot in Asbury Election District, Somerset County, Maryland, containing 1 acre, more or less, and improvements, on a county road, and adjoining the lands of A. Nelson, A. Dougherty and J. H. Cullen, and assessed to Randolph Sterling heirs for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to Chester R. Nelson, he being the highest bidder therefor, at and for the sum of thirty-two dollars and forty-three cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings thereunder to this Court for ratification.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 3rd day of March, 1937, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing report of sale 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Friday, August 9th, 1935, at or about the hour of 2 o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction, for cash, all the lots or parcels of land in Asbury Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied upon 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 interest and costs.

No. 117. All that lot in Asbury Election District, Somerset County, Maryland, containing 1 acre, more or less, and the improvements thereon, on the county road, adjoining the lands of A. Nelson, A. Dougherty and J.H. Cullen, and assessed to Randolph Sterling heirs for 1926, 1927, 1928, 1929, 1930, 1931 and 1932 and sold for taxes due for said years.

Carlos Bozman,

County Treasurer.

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

In the matter of the tax sale of real estate in Asbury Election District, Somerset County, Maryland, assessed to Randolph Sterling heirs for 1929 and 1930, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 5013 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.
Chester R. Nelson, Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on Friday, August 9th, 1935, of land in Asbury Election District, said Somerset County, containing 1 acre, more or less, and improvements, on the county road, adjoining the lands of A. Nelson, A. Dougherty and J. H. Cullen, and assessed to Randolph Sterling for 1931 and 1932, made to Chester R. Nelson for the sum of thirty-two dollars and forty three cents, now fully paid, having been presented to the Court and examined, and it appearing that the provisions of law in relation thereto have been complied with;

It is, thereupon, this 3rd day of March, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published insaid Somerset County once in each of three successive weeks before the 31st of March, 1937, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 5th of May, 1937, to show cause, if any they have, why said sale shall not be raitfied and confirmed.

The report states the amount of sale to be $32.43.

James M. Crockett, Judge.

And now this day to wit, on the nineteenth day of May, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector (by his solicitor aforesaid) and on motion of the said Collector by his solicitor aforesaid, 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 in the Crisfield Times, one of the newspapers published in said County according to the terms of the Order Nisi published therein, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 19th day of May, 1937, 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 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 Jones Clerk.

Edgar A. Jones, Assignee THE FEDERAL FARM MORTGAGE CORPORATION, a body corporate, holder of mortgage from William E. Noble, Jr., unmarried	) Be it remembered that heretofore to wit, on) the twenty-sixth day of February, in the year) nineteen hundred and thirty-seven, 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 Land Bank Commissioner by a certain William E. Noble, Jr., unmarried of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, made the Twentieth day of October, in the year nineteen hundred and thirty three, by and between William E. Noble, Jr., unmarried of the County of Somerset, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him", hereinafter used in reference to said term "Mortgagor", shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, State of Maryland, acting pursuant to Part 3 of the Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933", hereinafter called "Commissioner", party of the second part,

WITNESSETH: THAT WHEREAS, said Mortgagor is justly indebted to said Commissioner in the principal sum of $400.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated October 2, 1933, for said principal sum of $400.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the First day of April and October in each year, said principal sum being payable on an amortization plan and in Twenty equal successive semi-annual instalments of $20.00 each, the first such instalment being payable on the First day of April, 1937, and the remaining instalments being payable on each succeeding interest payament date to and including the first day of October, 1946, unless the debt be sooner paid or matured; and the better to secure the payment of said principal sum and interest in the manner and at the time above set out,this mortgage is executed and delivered;

NOW THEREFORE, in consideration of the premises and of $1.00, said mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns,

A CERTAIN tract or parcel of land in Mt. Vernon and Princess Anne Election Districts, Somerset County, State of Maryland, containing 112 acres, more or less, including about five acres for roads, ;being the same land that was conveyed to said William E. Noble, Junior, by deed from Frank Harrington and wife, dated August 9, 1933, and recorded among the Land Records of said county in Liber J. M. T. No. 105, folio 318, and more fully described in a mortgage from said William E. Noble, Junior, to The Federal Land Bank of Baltimore, dated 20th of October, 1933, which mortgage was admitted to record among said land records before this mortgage was admitted to record.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining.

This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any

such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortga e is made to said Commissioner under the provisions of Part 3 of An Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior mortgage dated the 20th day of October, 1933, in favor of The Federal Land Bank of Baltimore and on this day owned by The Federal Land Bank of Baltimore and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 107, Folio 19, which said mortgage is a lien on the property hereby conveyed.

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurance thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work thepremises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage,

or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessment, judgments or other amounts and/or may effect and/or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed, are true, and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commissioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents,profits, royalties or revenues from any option lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valie lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said Commissioner, and, upon his failure so to do, said Commissioner may have the same done any any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much

thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors or assigns may apply to a court of competent jursidiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/orlet or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforesaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to

the purchaser at any such sale.

Witness the hand and seal of the said Mortgagor.

Teste: Samuel H. Sudler. William E. Noble, Jr. (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 30th day of October, in the year one thousand nine hundred and thirty three, before me, the subscriber, a notary public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Noble, Jr., unmarried, and acknowledged the foregoing mortgage to be his act; and that at the same time appeared J. E. Holland and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above written.

Samuel H. Sudler SEAL OF
Notary Public NOTARY
My commission expires may 6th, 1935.

Received for Record October 30th, 1933, and recorded in Liber J. M. T. No. 107, folio 30, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

THIS ASSIGNMENT OF MORTGAGE, made this 23rd day of February, in the year nineteen hundred thirty-seven, by the Federal Farm Mortgage Corporation, a body corporate, party of the first part, and Edgar A. Jones, Assignee for the purpose of foreclosure and collection, party of the second part.

WHEREAS, by mortgage dated October 20, 1933, and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 107, folio 30, William E. Noble, Jr., unmarried, granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an Act of Congress of the United States, known as the Emergency Farm Mortgage Act of 1933, all that certain tract of land situate in the County and State aforesaid, containing 112 acres, more or less, to secure the payment of a debt for the sum of $400.00.

WHEREAS, under the terms and conditions of the Act of Congress of the United States of America, known as the Federal Farm Mortgage Corporation Act, approved January 31, 1934, (U.S.C. Title 12, Section 1020-B) the said mortgage and note were transferred to the Federal Farm Mortgage Corporation, and

WHEREAS, the said William E. Noble, Jr., unmarried, has defaulted under the terms and conditions of the said mortgage, and the said the Federal Farm Mortgage Corporation, a body corporate, as owner of said mortgage debt and amortization note secured thereby has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to Edgar A. Jones, Assignee for the purpose of foreclosure and collection.

NOW, THEREFORE, in consideration of the premises and the sum of $1.00, the receipt whereof is hereby acknowledged, the said Federal Farm Mortgage Corporation, a body corporate, doth grant and assign unto the said Edgar A. Jones, Assignee for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by the said William E. Noble, Jr., unmarried, to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

IN WITNESS WHEREOF, the Federal Farm Mortgage Corporation has caused these presents to be executed on its behalf by L. E. Rogers, its Vice-President, and its corporate seal to be hereunto affixed by L. R. Ritchie, its Assistant-Secretary.

ATTEST:

L. R. Ritchie
Assistant-Secretary.

THE FEDERAL FARM MORTGAGE CORPORATION,
a body corporate

BY: L. E. Rogers
Vice-President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 23rd day of February, 1937, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. E. Rogers, Vice-President of the Federal Farm Mortgage Corporation, a body corporate, and acknowledged the aforegoing Assignment of Mortgage to be the act of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal the day and year first above written.

Mary F. House Seal of
Notary Public Notary
My commission expires 5/3/37.

Received for Record 26th February, 1937, and recorded in Liber J. M. T. No. 112, folio 373, one of the Land Records of Somerset County.

Per: 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 body corporate, 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of March, nineteen hundred and thirty-seven.

WHEREAS, by mortgage dated the 20th of October, 1933, recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 107, folio 30, William E. Noble Jr. conveyed to the Mortgage Land Bank Commissioner certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas said mortgage has been 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 said mortgaged property and is about to exercise the power of sale contained in said mortgage by a sale of the property mentioned therein;

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 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

Test: THE MARYLAND CASUALTY COMPANY

Marjorie Lankford. by L. Creston Beauchamp
Attorney in fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixth day of April, in the year nineteen hundred and thirty-seven, 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 William E. Noble, Jr. to the Land Bank Commissioner, assigned to the Federal Farm Mortgage Corporation and sold by Edgar A. Jones, Assignee	)	No. 5007 Chancery In the Circuit Court for Somerset County.

To the Honorable, the Judge of said Court:

The report of Edgar A. Jones, Assignee, of a mortgage from William E. Noble, Jr.,to the Land Bank Commissioner, dated October 20, nineteen hundred and thirty-three, and recorded among the land records of Somerset County in Liber J. M. T. No. 107, folio 30, duly assigned to the Federal Farm Mortgage Corporation, a body corporate, and by it assigned to the undersigned for the purpose of foreclosure and collection, respectfully represents.

That acting under the power of sale in said mortgage contained and after default had occurred in the covenants and conditions and terms of said mortgage, and after having filed a bond with approved security 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 Somerset News, a weekly paper published in said Somerset County, once a week for four successive weeks before the day of sale and by handbill posted at the Courthouse door in Princess Anne, Maryland, the said Assignee, pursuant to said notice, did attend at the Court House door in Princess Anne in said Somerset County on Tuesday, April 6, 1937, at or about the hour of two o'clock P. M., and then and there proceeded to sell the said real estate as follows.

Your Assignee offered all that farm or tract of land containing 112 one hundred twelve (112) acres, more or less, situate in Mt. Vernon and Princess Anne Election Districts in Somerset County, Maryland, and being all the land which was conveyed to the said William E. Noble, Jr. by deed from Frank Harrington and wife dated October9, 1933, and recorded among the land records of Somerset County in Liber J. M. T. No. 105, folio 318, and sold the same to Earl T. Long and Thomas J. Long, of Somerset County and State of Maryland, at and for the sum of seven hundred twenty-five dollars ($725.00) and the said purchasers have complied with the terms of sale.

In the said advertisement and by announcement at the time of sale, notice was given that this land was sold subject to a prior mortgage, the terms of which and the balance due thereon being fully explained.

Respectfully submitted,
Edgar A. Jones
Assignee of said Mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 6th day of April in the year nineteen hundred and thirty-seven, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Assignee of the mortgage above referred to, and made oath in due form of law that thematters and things stated in the foregoing report of sale are true as therein stated 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 William E. Noble, Jr., to the Land Bank Commissioner, assigned to the Federal Farm Mortgage Corporation, and sold by Edgar A. Jones, Assignee.	)	No. 5007 Chancery, In the Circuit Court for Somerset County, in Equity.

Ordered this 6th day of April, in the year Nineteen hundred and thirty seven, that the sale of the property mentioned in these proceedings made and reported by Edgar A. Jones, Assignee of the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of May, 1937, provided a copy of this order be inserted in some newspaper printed in said Somerset County, once of each of three successive weeks before the 8th day of May, 1937.

The report states the amount of sale to be $725.00.

J. Millard Tawes

Clerk of the Circuit Court for Somerset County.

And now at this day to wit, on the nineteenth day of May, in the year nineteenhundred and thirty-seven, 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 William E. Noble, Jr. to the land Bank Commissioner, assigned to the Federal Farm Mortgage Corporation, and sold by Edgar A. Jones, Assignee	)	No. 5007 Chancery, In the Circuit Court for Somerset County, in Equity.

Ordered by the Circuit Court for Somerset County, in Equity, this 19th day of May, in the year nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, made and reported by Edgar A. Jones, Assignee of the mortgage aforesaid, be and the same is hereby finally raitifed 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 the papers in the case be referred to the auditor to state an account.

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. Atwood Bennett, Assignee of L. Atwood Bennett and E. Randolph White, Administrators of Adolphus J. White, Adolphus J. White being assignee of Baltimore Commercial Bank, Assignee of George W. Page, Receiver for the Peoples Bank of Somerset County, Assignee of Adolphua J. White, Assignee of Ernest M. Hayman, Assignee of Mary E. Brittingham -from- Rosa E. Robertson and Winfield J. Robertson, her husband. Ex parte.	)	Be it remembered that heretofore to wit, on the twenty-eighth day of January, in the year nineteen hundred and thirty-seven, a certain L. Atwood Bennett, of Wicomico County 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 E. Brittingham by a certain Rosa E. Robertson and Winfield J.

Robertson, of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 9th day of September, in the year nineteen hundred and eleven, by us, Rosa E. Robertson and Winfield J. Robertson, her husband, of Somerset County, Maryland, witnesseth: That for and in consideration of the sum of Seven Hundred and fifty dollars, now owing from us the said Rosa E. Robertson and Winfield J. Robertson, her husband, to Mary E. Brittingham of said county and State, as evidenced by the joint bill obligatory of the said Rosa E. Robertson and Winfield J. Robertson to the said Mary E. Brittingham for the said principal sum of Seven hundred and fifty dollars with interest thereon payable semi-annually from the datethereof and bearing even date herewith, the whole principal sum payable two years from the date thereon, do grant and hereby convey unto the said Mary E. Brittingham, all that farm or

tract of land lying and being situate on the east side of the new county road leading from Mt. Vernon to White Haven and in Mt. Vernon District in Somerset County, Maryland, and adjoining the land of William A. Wilson, and being the same farm or tract of land upon which these grantors do now reside and containing 23 1/2 acres of land, more or less, and being the same land which was conveyed unto the said Rosa E. Robertson by Alonzo Jones and wife by deed dated on the 24th day of April, in the year 1899, and recorded among the Land Records of Somerset County, Maryland, in Liber O. T. B. No. 25, Folio 304; and by deed from John H. Foxwell to the said Rosa E. & Winfield J. Robertson and dated on the 6th day of May, 1902, and recorded among said Land Records in Liber O. T. B. No. 33, Folio 111, and the same which was conveyed unto the said Rosa E. Robertson by Florence A. Horseman & husband by deed dated on the 2nd day of November, 1907 and recorded among said Land Records in Liber S. F. D. No. 48, Folio 558 and by confirmatory deed from the same and dated on the 5th of July, 1909 and recorded among said Land Records in Liber S. F. D. No. 52, Folio 206, and to which said deeds and all the recitals therein contained, reference is here made for a more full and perfect description of land and premises hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, her heirs and assigns forever.

PROVIDED that if the said Mortgagors shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory, and shall perform all the covenants herein on their part to be performed, 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 Rosa E. Robertson and Winfield J. Robertson, 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, her personal representatives or assigns, or Henry J. Waters, their Attorney or Agent, at any time after such default to sell the property hereby mrtgaged, 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 seven hundred and fifty dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to insure 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: Rosa E. Robertson (SEAL)

Hampden P. Dashiell. Winfield J. Robertson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of September, in the year nineteen hundred and eleven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Rosa E. Robertson and Winfield J. Robertson, her husband, 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 Mary E. Brittingham, 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 that she 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 she require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year first above written.

Hampden P. Dashiell SEAL OF

Notary Public NOTARY

Received for Record September 9th, 1911, and recorded in Liber S. F. D. No. 56, folio 474 &c, one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

For value recieved I hereby assign the within and foregoing mortgage to Ernest M. Hayman, without recourse to me.

Witness my hand and seal this 21st day of June, in the year 1915.

Test: H. J. Waters Mary E. Brittingham (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 21st day of June, in the year 1915, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Ernest M. Hayman, assignee of the within and foregoing mortgage 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 any tax levied thereon to be paid by the mortgagors or any person for them, during the existence of this mortgage.

Charles R. Porter, J. P.

Received for record 21 June, 1915 and recorded in Liber W. J. S. No. 68, folio 359, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received, I hereby assign the within and foregoing mortgage to Adolphus J. White, without recourse to me.

Witness my hand and seal this 17th day of January, 1931.

Test: O. J. Croswell. Ernest M. Hayman (SEAL)

As collateral security for any note or notes I owe the Peoples Bank of Somerset County, I hereby assign the within mortgage to the said Peoples Bank of Somerset County.

Witness my hand and seal this 27th day of January, 1931.

Test: O. J. Croswell. Adolphus J. White (SEAL)

Filed for Record January 27th, 1931 and recorded in Liber S. F. D. No. 56, folio 474 & 475,

Test: J. Millard Tawes, Clerk.

In compliance with an order of the Circuit Court for Somerset County in Equity, passed in Chancery Cause No. 4367, on the ninth day of March, nineteen hundred and thirty-two, on the petition of the Baltimore Commercial Bank, I hereby transfer and assign the within and aforegoing mortgage to Baltimore Commercial Bank.

Witness my hand and seal this 24th day of March, nineteen hundred and thirty-two.

George W. Page (SEAL)

John D. Hospelhorn
Witness.

George W. Page, Receiver
for the Peoples Bank of
Somerset County.

Filed for Record 30th March, 1932, and recorded in Liber S. F. D. No. 56, folio 474.

Test: J. Millard Tawes, Clerk.

For value received we hereby assign all our right, title and interest in the within mortgage to Adolphus J. White.

Witness our hand and seal this 1st day of October, 1932.

Chas. H. Jones CORPORATE BALTIMORE COMMERCIAL BANK
Witness. SEAL C. M. Lancaster
Vice-President,

Filed for Record October 18th, 1932, and recorded in Liber S. F. D. No. 56, folio 475.

Test: J. Millard Tawes, Clerk.

We hereby assign the within mortgage to L. Atwood Bennett, for the purpose of foreclosure and collection. As witness our hands and seals this the 18th day of January, A. D. 1937.

Test as to both: L. Atwood Bennett (SEAL)
J. Asbury Holloway. E. Randolph White (SEAL)
Administrators, Adolphus J. White.

Filed for Record 28th January, 1937, and recorded in Liber S. F. D. No. 56, folio 474.

Test: J. Millard Tawes, Clerk.

$750.00

Two years after date we jointly and severally promise and oblige ourselves, our executors or administrators, to pay to Mary E. Brittingham, her heirs or assigns, the full and just sum of Seven Hundred and fifty dollars, with interest thereon payable semi-annually from the date hereof, this obligation being given for money this day borrowed fromthe said Mary E. Brittingham and is secured by mortgage bearing even date herewith upon a certain tract or parcel of land lying and being situate in Mt. Vernon Election District in Somerset County, Maryland, and upon which the undersign now reside and containing 23 1/2 acres of land, more or less, Witness our hands and seals, this 9th day of September, 1911.

Test: Rosa E. Robertson (SEAL)

Hampden P. Dashiell Winfield J. Robertson (SEAL)

For value received, I hereby assign the within and foregoing bill obligatory to Ernest M. Hayman, together with the mortgage lien securing the same, without recourse to me. Witness my hand and seal this 21st day of June, in the year 1915.

Test: Mary E. Brittingham (SEAL)

Interest paid on the within note to June 21st, 1915.

Mary E. Brittingham

For value received, I hereby assign the within and foregoing bill obligatory, together with the mortgage lien securing the same to Adolphus J. White, without recourse to me.

Witness my hand and seal this 17th day of January, 1931.

O. J. Croswell Ernest M. Hayman (SEAL)

Witness.

For value received and as collateral security for note in the amount of Seven hundred and fifty dollars owed by me to the Peoples Bank of Somerset County, I hereby assign the within note to the Peoples Bank of Somerset County.

Witness my hand and seal this 27th day of January, 1931.

Test: O. J. Croswell Adolphus J. White (SEAL)

For value received we hereby assign the within and foregoing Bill of Obligatory to Adolphus J. White.

Witness our hand and seal this 1st day of October, 1932.

Chas. H. Jones CORPORATE BALTIMORE COMMERCIAL BANK

Witness. SEAL C. M. Lancaster

Vice-President.

In compliance with an order of the Circuit Court for Somerset County in Equity, passed in Chancery Cause No. 4367, on the ninth day of March, 1932, on the petition of the Baltimore Commercial Bank, I hereby transfer and assign the within and aforegoing obligation to the Baltimore Commercial Bank.

Witness my hand and seal this 24th day of March, nineteenhundred and thirty-two.

John D. Hospelhorn. George W. Page (SEAL)

Witness. Receiver for the Peoples Bank of Somerset County, Maryland.

We hereby assign the within mortgage note to L. Atwood Bennett, for the purpose of foreclosure and collection.

As witness our hands and seals this the 18th day of January, A. D. 1937.

Test as to both: L. Atwood Bennett

J. Asbury Holloway. E. Randolph White

Administrators, Adolphus J. White.

And thereupon the said L. Atwood Bennett, Assigned, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS: That we, L. Atwood Bennett of Wicomico County and State of Maryland, as principal, and Maryland Casualty Company, of Baltimore, Maryland, a body corporate duly organized and existing under and by virtue of the Laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2000.00) to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals this 15th day of February in the year nineteen hundred and thirty-seven.

WHEREAS, the above bounden L. Atwood Bennett, by virtue of a power of sale contained in a mortgage and also an assignment for the purpose of foreclosure of a mortgage made by Rosa E. Robertson and Winfield J. Robertson, her husband, to Mary E. Brittingham, said mortgage being dated September 9th, 1911, recorded among the Land Records of Somerset County, Maryland, in Liber S. F. D. No. 56, folio 474, and by L. Atwood Bennett and E. Randolph White, Admrs. of Adolphus J. White, assigned to L. Atwood Bennett, for the purpose of foreclosure, mentioned in the proceedings in the cause of L. Atwood Bennett, Assignee etc. vs. Rosa E. Robertson and Winfield J. Robertson, her husband, the same being number in Chancery, now pending in the Circuit Court for Somerset County, State of Maryland, in Equity.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above bounden, L. Atwood Bennett, do and shall well and truly and faithfully perform the trust imposed in him by the aforesaid assignment and 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 be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

J. Asbury Holloway.

CORPORATE SEAL

L. Atwood Bennett (SEAL)

MARYLAND CASUALTY COMPANY

by L. Atwood Bennett
Atty-in-Fact.

Which said bond was thus thereon endorsed, to wit:

Bond Approved.

J. Millard Tawes, Clerk.

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

L. Atwood Bennett, Assignee of L. Atwood Bennett and E. Randolph White, Administrators of Adolphus J. White, Adolphus J. White being assignee of Baltimore Commercial Bank, Assignee of George W. Page, Receiver for the Peoples Bank of Somerset County, Assignee of Adolphus J. White, Assignee of Ernest M. Hayman, Assignee of Mary E. Brittingham	) No. 4997 Chancery
- from -	) In the Circuit Court for Somerset County, State of Maryland, In Equity.
Rosa E. Robertson, Winfield J. Robertson, her husband,	
Ex parte.	

To the Honorable, the Judge of said Court:

The report of L. Atwood Bennett, Assignee for the purpose of foreclosure and collection of mortgage made by Rosa E. Robertson and Winfield J. Robertson, her husband, for Seven Hundred Fifty Dollars ($750.00), dated September 9th, 1911, to Mary E. Brittingham, and said mortgage being recorded among the Land Records of Somerset County, Maryland, in Liber S. F. D. No. 56,

Folio 474, and by Mary E. Brittingham assigned to Ernest M. Hayman, on June 21st, 1915, and by Ernest M. Hayman assigned to Adolphus J. White, on January 17th, 1931, and by Adolphus J. White assigned to Peoples Bank of Somerset County, Maryland, on January 27th, 1931, and by George W. Page, Receiver for the Peoples Bank of Somerset County, Maryland, assigned to Baltimore Commercial Bank on March 24th, 1932, and by the Baltimore Commercial Bank assigned to Adolphus J. White, on October 1st, 1932, and by L. Atwood Bennett and E. Randolph White, Administrators of Adolphus J. White assigned to L. Atwood Bennett, for the purpose of foreclosure, on January 18th, 1937, default having occurred in the covenants contained in said mortgage, the undersigned, as assignee filed said mortgage for the purpose of foreclosure, and respectfully shows unto your Honors, that after giving bond with security approved by the Clerk of the Court for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage assignment and as required by law, and giving notice of the time, place, manner and terms of sale by advertisement in "The Somerset News" a newspaper published in Somerset County, Maryland, once a week for 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, State of Maryland, on Tuesday, February 16th, 1937, at two o'clock P. M., and then and proceeded to sell said property to wit:

All that tract of land situate, lying and being in Mount Vernon Election District, of Somerset County, and State of Maryland, and on the East side of the New County Road leading from Mount Vernon to White Haven, and adjoining the land of William A. Wilson and being the same farm or tract of land upon which the said Rosa E. Robertson and Winfield J. Robertson, her husband, reside; containing twenty-three and one-half (23½) acres of land, more or less; and being the same land conveyed to Rosa E. Robertson by Alonzo Jones et ux., by deed dated April 24th, 1899, recorded among the aforesaid Land Records in Liber O. T. B., No. 25, folio 304; and by deed from John H. Foxwell to Rosa E. & Winfield Robertson, dated May 6th, 1902, and recorded among the aforesaid Land Records in Liber O. T. B. No. 33, folio 111; and by deed from Florence A. Horsman et vir., to Rosa E. Robertson, dated November 2nd, 1907, recorded among the aforesaid Land Records in Liber S. F. D. No. 48, Folio 558; and by confirmatory deed from same dated July 5th, 1909, recorded among the the aforesaid Land Records in Liber S. F. D. No. 52, folio 206.

And sold the same to B. R. Robertson, 912 Parker St., Chester, Pennsylvania, at and for the sum of Thirteen Hundred Dollars ($1300.00), and the said purchaser will comply with the terms of sale upon the final ratification of this Report of Sale.

And the said Assignee further reports and prays ratification and distribution of the funds coming into his hands from the said sale, as follows, that is to say:

February 16th, 1937. By amount of Sale as per report,		$1300.00
To J. M. Tawes, Clerk's costs,	11.00	
L. Atwood Bennett, App. fee,	10.00	
" " comm. as per rule of Court	89.00	
Maryland Casualty Co., bond prem.	10.00	
S. Frank Dashiell, ins. prem.	11.10	
The Somerset News, adv. hand-bills and order nisi	35.00	
E. B. Muir, auctioneer	3.00	
Balance to L. Atwood Bennett and E. Randolph White, Admrs. of Adolphus J. White,	1061.07	
1934 State & Co. Taxes C. Bozman Treas.	21.95	
1935 " " " "	24.62	
1936 " " " "	23.26	
Total,	$1300.00	$1300.00

Respectfully submitted,

L. Atwood Bennett

Assignee for the purpose of foreclosure.

State of Maryland, Wicomico County, to wit:

I hereby certify, that on this 5th day of March, A. D. 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared L. Atwood Bennett, Assignee for the purpose of foreclosure as aforesaid, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale 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.

Alice C. Bennett SEAL OF
Notary Public NOTARY

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

L. Atwood Bennett, Assignee of L. Atwood Bennett, and E. Randolph White, Administrators of Adolphus J. White, Adolphus J. White being assignee of Baltimore Commercial Bank, Assignee of George W. Page, Receiver for the Peoples Bank of Somerset County, Assignee of Adolphus J. White, Assignee of Ernest M. Hayman, Assignee of Mary E. Brittingham	)	No. 4997 Chancery.
- from -	)	In the Circuit Court for Somerset County, State of Maryland.
Rosa E. Robertson, Winfield J. Robertson, her husband	)	In Equity.
Exparte.	)	

Order nisi.

Ordered, this 8th day of March, in the year Nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, and State of Maryland, in Equity, that the sale of the property mentioned in these proceedings, and the distribution of the funds arising therefrom, made and reported by L. Atwood Bennett, Assignee as aforesaid, as set forth in the said Report be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of April, 1937; provided, a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 6th day of April, 1937.

The report states the amount of sale to be Thirteen Hundred Dollars ($1300.00).

J. Millard Tawes,
Clerk, Circuit Court.

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

L. Atwood Bennett, Assignee of L. Atwood and E. Randolph White, Administrators of Adolphus J. White, Adolphus J. White being Assignee of Baltimore Commercial Bank, Assignee of George W. Page, Receiver for the Peoples Bank of Somerset County, Assignee of Adolphus J. White, Assignee of Ernest M. Hayman, Assignee of Mary E. Brittingham	)	No. 4997 Chancery
- from -	)	In the Circuit Court for Somerset County, State of Maryland.
Rosa E. Robertson, Winfield J. Robertson, her husband,	)	In Equity.
Exparte.	)	

Ordered, this the 20th day of May, in the year Nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, and State of Maryland, in Equity, that the sale and distribution made and reported by L. Atwood Bennett, Assignee as aforesaid, be, and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in the said cause, and it appearing that the costs of this proceedings having been paid.

James M. Crockett, Judge.

And thereafter to wit, on the twenty-second day of May, in the year nineteen hundred and thirty-seven, the following petition and order of Court was filed, to wit:

L. Atwood Bennett, Assignee of L. Atwood Bennett, and E. Randolph White, Administrators of Adolphus J. White, being Assignee of Baltimore Commercial Bank, Assignee of George W. Page, Receiver of the Peoples Bank of Somerset County, Assignee of Adolphus J. White, Assignee of Ernest M. Hayman, Assignee of Mary E. Brittingham	No. 4997 Chancery In the Circuit Court for Somerset County, Maryland In Equity.
From	
Rosa E. Robertson Winfield J. Robertson, her husband	
Ex parte	

To the Honorable, the Judges of said Court, your petitioner respectfully represents:

1. That in execution of the power and authority vested in him as Assignee of L. Atwood Bennett and E. Randolph White, Administrators of Adolphus J. White, under a mortgage from Rosa E. Robertson and Winfield J. Robertson, his wife, dated September 9th, 1911 for $750.00 to Mary E. Brittingham, to sell the property thereby conveyed by way of mortgage, did sell the property thereby conveyed to Brooks R. Robertson, 912 Parker Street, Chester, State of Pennsylvania, at and for the sum of Thirteen Hundred Dollars cash, to be paid upon final ratification of sale by this Court.

2. That said sale has been duly reported to and ratified by this Court, as by said report and proceedings thereon, now remaining in this Court, will appear.

3. That the said Brooks R. Robertson has paid no part of the aforesaid purchase money, although he has been duly notified of the ratification of said sale, so made as aforesaid, and has been required by your petitioner to pay for same and refuses to do so.

Your petitioner, therefore prays:

1. That the said L. Atwood Bennett, Assignee as aforesaid, be and he is hereby authorized to make sale of said property at private or public sale, and if sold at private sale, for a sum not less than($1300.00) Thirteen Hundred Dollars.

2. And for such other and further relief as his case may require.

L. Atwood Bennett, Assignee

State of Maryland, Wicomico County, to wit:

I hereby certify that on this 18th day of May, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, aforesaid, personally appeared L. Atwood Bennett, Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true and correct to the best of his knowledge and belief.

As witness my hand and notarial seal the day and year just above written.

Alice C. Bennett SEAL OF
Notary Public NOTARY

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, upon the aforegoing petition and affadavit, that L. Atwood Bennett, Assignee, be and he is hereby authorized to sell the property described in said petition and mortgage therein mentioned, at public or private sale, providing that if same is sold at private sale, it shall not be sold less then the sum of thirteen dollars, and that he be authorized and empowered to convey same to the purchaser or purchasers thereof, this 21st day May, 1937.

Benj. A. Johnson,
Judge.

And thereafter to wit, on the seventh day of June, in the year nineteen hundred and thirty-seven, the said Assignee exhibited and filed in the Circuit Court here a report of sales,

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

L. Atwood Bennett, Assignee of L. Atwood Bennett and R. Randolph White, Administrators of Adolphus J. White, etc.	0	
	0	No. 4997 Chancery
-from-	0	In the Circuit Court for
Rosa E. Robertson, et vir.	0	Somerset County, State of
Ex parte	0	Maryland, in Equity.
	0	

To the Honorable, the Judges of said Court:

The report of L. Atwood Bennett, Assignee for the purpose of foreclosure and collection of mortgage made by Rosa E. Robertson and Winfield J. Robertson, her husband, for Seven Hundred Fifty Dollars ($750.00), dated September 9th, 1911, to Mary E. Brittingham, and said mortgage being recorded among the Land Records of Somerset County, Maryland, in Liber S. F. D. No. 56, folio 474, and by Mary E. Brittingham assigned to Ernest M. Hayman, on June 21st, 1915, and by Ernest M. Hayman assigned to Adolphus J. White, on January 17th, 1931, and by Adolphus J. White assigned to Peoples Bank of Somerset County, Maryland, on January 27th, 1931, and by George W. Page, Receiver for the Peoples Bank of Somerset County, Maryland, assigned to Baltimore Commercial Bank on March 24th, 1932, and by the Baltimore Commercial Bank assigned to Adolphus J. White, on October 1st, 1932, and by L. Atwood Bennett and E. Randolph White, Administrators of Adolphus J. White assigned to L. Atwood Bennett, for the purpose of foreclosure, on January 18th, 1937, default having occurred in the covenants contained in said mortgage, the undersigned, as Assignee, filed said mortgage for the purpose of foreclosure, and respectfully shows unto your Honrs, that after giving bond with security approved by the Clerk of the Court for the faithful discharge of the trust, so as aforesaid, reposed in him by said mortgage assignment and as required bylaw, and giving notice of the time, place, manner and terms of sale by advertisement in "The Somerset News", a newspaper published in Somerset County, Maryland, once a week for 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, State of Maryland, on Tuesday, February 16th, 1937, and sold said property to Brooks R. Robertson, at and for the sum of Thirteen Hundred Dollars ($1300.00), and the said purchaser refused to comply with terms of sale upon final ratification of said Report of Sale.

That said Report of Sale was duly filed and ratified by this Court and the said Brooks R. Robertson having after due notice from the undersigned refused to comply with the terms of sale and thereupon, your petitioner filed petition asking this Honorable Court to authorize him to sell said property at private sale; provided, the same was not sold for less than Thirteen Hundred Dollars ($1300.00) which said Order was signed by said Court, and your said Trustee has since sold said property at private sale to E. Randolph White, of Wicomico County, State of Maryland, at and for the sum of Thirteen Hundred Dollars ($1300.00), and said Assignee further reports and prays ratification of the sale and distribution of the fund coming into his hands from the said sale, as follows, that is to say:

June 3rd, 1937, By amount of sale as per report,		$1300.00
To J. M. Tawes, Clerk's costs,	11.00	
L. Atwood Bennett, App. fee,	10.00	
" " " comm as per rule of Court	89.00	
Md. Cas. Co. bond prem.	10.00	
S. Frank Dashiell, Ins. prem.	11.10	
The Somerset News, adv. hand-bills and Order nisi	35.00	
E. B. Muir, Auctioneer	3.00	
State & Co. taxes, C. Bozman, Treas., 1934	22.15	
" " " " 1935	24.86	
" " " " 1936	23.49	
Balance to L. Atwood Bennett and E. Randolph White, Admrs. of Adolphus J. White	1060.40	
Total	$1300.00	$1300.00

Respectfully submitted,

L. Atwood Bennett

Assignee for the purpose of foreclosure

State of Maryland, Wicomico County, to wit:

I hereby certify, that on this 3rd day of June, A. D. 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, pefsonally appeared L. Atwood Bennett, Assignee for the purpose of foreclosure as aforesaid, and made oath in due form of law that the matters and things set forth in the aforegoing report of Sale 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.

Alice C. Bennett SEAL OF

Notary Public NOTARY

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

L. Atwood Bennett, Assignee of L. Atwood Bennett and E. Randolph White, Administrators of Adolphus J. White, et.	)	
	)	No. 4997 Chancery
-from-	)	In the Circuit Court for
Rosa E. Robertson, et vir,	)	Somerset County, State of
Ex parte	)	Maryland, in Equity.
	)	

Order nisi

Ordered, this the 7th day of June, in the year Nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, State of Maryland, in Equity, that the sale of the property mentioned in these proceedings, made and reported by L. Atwood Bennett, Assignee as aforesaid, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of July, 1937; provided, a copy of this Order be inserted in some newspaper published in Somerset County, Maryland, at least once a week for four successive weeks before the 6th day of July, 1937.

The report states the amount of sale to be Thirteen Hundred Dollars ($1300.00).

J. Millard Tawes,

Clerk, Circuit Court.

And now at this day to wit, on the 30th day of August, in the year nineteen hundred and thirty nine, comes again into Court here the said Assignee and on motion of the said Assignee the Court here passed the following order, to wit:

L. Atwood Bennett, Assignee of L. Atwood Bennett and E. Randolph White, Administrators of Adolphus J. White, etc.	)	
	)	No. 4997 Chancery
-from-	)	In the Circuit Court for
Rosa E. Robertson, et vir.	)	Somerset County, State of
	)	Maryland, in Equity.
	)	

Ordered, by the Circuit Court for Somerset County, State of Maryland, in Equity, this 30th day of August, A. D. 1937, that the sale made and reported by L. Atwood Bennett, Assignee as aforesaid, be, and the same is, hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and that the costs of these 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 Willard Jones ,Clerk.

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In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Samuel H. Doane for the years 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-third day of November, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for East Princess Anne Election District, of Somerset County for the years 1931 and 1932, by L. Creston Beauchamp, his solicitor,

exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Samuel H. Doane for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4955 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books suppliedby said 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 Commissioners did levy upon the property assessed to Samuel H. Doane, in East Princess Anne Election District, Somerset County, Maryland, the sum of ninety-six cents state taxes, and six dollars and seventy-four cents county taxes and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspaper 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 E. Muir, 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 persons or person 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, so far as their residdnce 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, 1932, the said Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Samuel H. Doane in East Princess Anne Election District, Somerset County, Maryland, the sum of ninety-six cents state taxes and six dollars and sixteen cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then County Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Eastern Shore Republican published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and the said Harry E. Muir, 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 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 levy and notice, with interest, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Samuel H. Doane, in East Princess Anne Election District, said Somerset County , the said Carlos Bozman, 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 the judgment of the said Carlos Bozman, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale, and also by notice set up at the Court House door in Princess Anne, 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 the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, the 11th of June, 1935, 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 Samuel H. Doane in said East Princess Anne Election District, described as follows:

No. 29. All that tract and improvements in East Princess Anne Election District, Somerset County, Maryland, on the county road, and adjoining the lands of Wm. A. Doane and the Colored School, and assessed to Samuel H. Doane for 1929, 1930, 1931 and 1932, and sold to the County Commissioners of Somerset County, Maryland, they being then and there the highest bidders therefor, at and for the sum of thirty-three dollars and forty-eight cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder, to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 21st day of November, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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 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.

R. Mark White, J. P.

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

TREASURER'S SALE FOR TAXES

By virtue of the power and authority vested inme as County Treasurer for Somerset County, Maryland, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land in East Princess Anne Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land, for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 29. All that tract and improvements in East Princess Anne Election District, Somerset County, Maryland, containing 11 acres, more or less, on the county road,and adjoining the lands of Wm. A. Doane and the Colored School, and assessed to Samuel H. Doane for 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer.

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Samuel H. Doane for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	No. 4955 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in East Princess Anne Election District, said Somerset County, containing 11 acres, more or less, on the county road and adjoining the lands of Wm. A. Doane and the Colored School, assessed to Samuel H. Doane for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of thirty-three dollars and forty-eight 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 23rd day of November, 1936, by the Circuit Court for Somerset County, Maryland, 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 of December, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the first day of February, 1937, to show cause, if any they have, why said sale shall not be finally ratified and confirmed.

The report states the amount of sale to be $33.48.

James M. Crockett,

Judge.

And now at this day to wit, on the 20th day of May, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 20th day of May, 1937, 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 Tawes, Clerk.

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In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Charles Walston and wife for the years 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-fifth day of November, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for East Princess Anne Election District of Somerset County for the years

1931 and 1932, by L. Creston Beauchamp, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit, thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Charles Walston and wife, for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County Maryland. Purchaser.	No. 4958 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Charles Walston and wife in East Princess Anne Election District, Somerset County, Maryland, the sum of one dollar and thirteen cents state taxes and seven dollars and eighty-seven cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer of said county in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 said Commissioners did levy upon the property of Charles Walston and wife in said E st Princess Anne Election District one dollar and thirteen cents state taxes and seven dollars and twenty cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then Treasurer and Collector as aforesaid, did give notice of said annual leby by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is, the Eastern Shore Republican, published in Princess Anne, and the Crisfield Times, published in Princess Anne, Maryland, and the said Harry E. Muir, then 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, 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 dayof October next succeeding said levy, and that such advertisement 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Charles Walston and wife in East Princess AnneElection District, and I, the said Carlos Bozman, Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of said real estate, the said real estate not being capable of division in the judgment of the said Treasurer, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper publish-

ed in said county, once a week for four successive week s 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 the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, June 11th, 1935, 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 Charles Walston and wife in said East Princess Anne Election District, as follows:

No. 80. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Chas. Doane, Moses Carroll and Levin Hall, assessed to Charles Walston and wife for 1931 and 1932, 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 bidder therefor, at and for the sum of twenty-four dollars and ten cents, now fully paid, and a copy of said advertisement is herewith filed, as a part of this report, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of November, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit A referred to in the foregoing report of sale 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court house door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land in East Princess Anne, Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 80. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Chas. Doane, Moses Carroll and Levin Hall, and assessed to Charles Walston and wife for 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman

County Treasurer.

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Charles Walston and wife for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	No. 4958 Chancery In the Circuit Court for Somerset County,
The County Commissioners of Somerset County, Maryland. Purchaser.	Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in East Princess Anne, Election District, Somerset County, Maryland, adjoining the lands of Chas. Doane, Moses Carroll and Levin Hall, and assessed to Charles Walston and wife for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-four dollars and ten 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 25th day of November, 1936, 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 eachof three successive weeks before the 23rd of December, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 27th of January, 1937, 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 $24.10.

James M. Crockett,

Judge.

And now at this day to wit, on the twentieth day of May, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 20th day of May, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, that the foregoing report of sale and the sale therein reportedbe 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.

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In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Charles and Janie Doane, for the years 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-fifth day of November, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for East Princess Election District of Somerset County for the years 1931 and 1932, by L. Creston

Beauchamp, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Charles and Janie Doane, for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4959 Chancery In the Circuit Court for Somerset county, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Charles and Janie Doane in East Princess Anne Election District, Somerset County, Maryland, the sum of no dollar and eighty-six cents state taxes and six dollars and four cents county taxes and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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 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 taxes 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, said taxes would be collected by process of law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer of said county in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of Charles and Janie Doane in said East Princess Anne Election District, eighty six cents state taxes, and five dollars and fifty-two cents county taxes, and that said taxes were due and in arrears on January 1st, 1933.

That in the month of August, 1932, the said Harry E. Muir, then 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, the Eastern Shore Republican, published in Princess Anne, and the Crisfield Times, published in Princess Anne, Maryland, and the said Harry E. Muir, then 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 institutions, 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 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932, being still due and in arrears constituted a lien upon the real estate of the said Charles and Janie Doane in East Princess Anne Election District, and I, the said Carlos Bozman, Treasurer and Collector as aforesaid, having found it necessary to enforce thepayment of said taxes by a sale of said real estate the said real estate not being capable of division in the judgment of the said Treasurer, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said county, once a week for four successive weeks before the day of sale and also bynotice 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 the said Carlos Bozman, Treasurer and Collector as aforesaid in pursuance of said notice and advertisement, did, on Tuesday, June 11th, 1935, at or about thehour of two o'clock P.M., at theCourt 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 Charles and Janie Doane in said East Princess Anne Election District, as follows:

No. 26. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Cohn & Bock, Theo. Corbin, Chas. Walston and Dick Jones, and assessed to Charles and Janie Doane for 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest and best bidders therefor, at and for the sum of twenty-seven dollars and sixty-six cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder to thisHonorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of November, 1936, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

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

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land in East Princess Anne Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

May Term, 1937.

No. 26. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Cohn & Bock, Theo. Corbin, Chas. Walston and Dick Jones, and assessed to Charles and Janie Doane for 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,

County Treasurer.

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Charles and Janie Doane for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	No. 4959 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Cohn & Bock, Theodore Corbin and Charles Walston and Dick Jones, assessed to Charles and Janie Doane for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-seven dollars and sixty-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 25th day of November, 1936, 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 23d of December, 1936, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 27th of January, 1937, 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 $27.66.

James M. Crockett,

Judge.

And now at this day to wit, on the twentieth day of May, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid, 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 Eastern Shore Republican, a weekly newspaper published in said Somerset County according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 20th day of May, 1937, by the Circuit Court forSomerset County, Maryland, in Equity, thatthe 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 Jawes ,Clerk

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In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to John Gunby for the years 1931 and 1932, made and reported by Carlos Bozman, 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 twenty-fifth day of November, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for East Princess Anne Election District of Somerset County for the years 1931 and 1932, by

L. Creston Beauchamp, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to John Gunby for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4960 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on the 29th of June, 1931, 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 E. Muir, then Treasurer of said Somerset County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for said purpose, as required bylaw, 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 district, 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 John Gunby in East Princess Anne Election District, Somerset County, Maryland, the sum of one dollar and five cents state taxes and seven dollars and thirty-five cents county taxes, and that said taxes were due and in arrears on January 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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, the Eastern Shore Republican, published in Princess Anne, Maryland, and the Crisfield Times, published in Crisfield, Maryland, and that the said Harry E. Muir, then 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 propertyincluded 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, said taxes would be collected by process of law;

That onthe 30th of June, 1932, the said 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 E. Muir, then Treasurer of said county in pursuance of his duties as Clerk to said

Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property of John Gunby in said East Princess Anne District one dollar and five cents state taxes and six dollars and seventy-two cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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, the Eastern Shore Republican, published in Princess Anne, and the Crisfield Times, published in Princess Anne, Maryland, and the said Harry E. Muir, then 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 institutions, 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 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said John Gunby, in East Princess Anne Election District, and I, the said Carlos Bozman, Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of said real estate, the said real estate not being capable of division in the judgment of the said Treasurer, did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said county, once a week for four successive weeks 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 the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, June 11th, 1935, 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 John Gunby in said East Princess Anne Election District, as follows:

No. 35. All that tract and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of C. C. McCubbin, Chas Harmon and Dan Swartcx, and assessed to John Gunby for 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest and best bidder therefor, at and for the sum of one hundred and two dollars and ninety-seven cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
County Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of November, 1936, before me, the subscriber, a

Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

Exhibit "A" referred to in the foregoing report of sale, 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, June 11th, 1935, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land in East Princess Anne Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 35. All that tract and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of C. C. McCubbin, Chas. Harmon and Dan Schwartz, and assessed to John Gunby for 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN

County Treasurer.

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

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to John Gunby for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4960 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on June 11th, 1935, of land in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of C. C. McCubbin, Charles Harmon and Dan Swartz, and assessed to John Gunby for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and two dollars and ninety-seven 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 25th day of November, 1936, 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 23d of December, 1936, warning all persons interested in said property to be and appear in this Court inperson or by solicitor, on or before the 27th of January, 1937, 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 $102.97.

James M. Crockett

Judge.

And now at this day to wit, on the twentieth day of May, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on

motion of the said Collector by his solicitor aforesaid the Court here passed the following order, to wit:

It having been proved to the Court that inthe above entitled cause notice has been given by publication of the Order Nisi heretofore passed in this cause in the Eastern Shore Republican, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi, and no objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 20th day of May, 1937, 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 Tawes, Clerk.

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Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward vs. Hester Sterling, Benson W. Sterling and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife	Be it remembered that heretofore, to wit, on the twenty-second day of August, in the year nineteen hundred and thirty-five, a certain Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, by Clarence P. Lankford, their solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Hester Sterling, Benson W. Sterling and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife, which said bill of complaint is in the words following, to wit:

Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward vs. Hester Sterling, Benson W. Sterling and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife	No. 4739 Chancery In the Circuit Court for Somerset County.

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR SOMERSET COUNTY, IN EQUITY.

The Bill of Complaint of Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, of Somerset County, in the State of Maryland, who sue as well for themselves as for all other creditors of William H. Sterling, late of said Somerset County, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

FIRST: That the said William H. Sterling was in his lifetime indebted unto your orators, Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, in the sum of one hundred and two dollars and ninety-two cents ($102.92) on an open account, for goods, wares and merchandise, as will more fully appear by a duly itemized account thereof, herewith filed as a part of this bill, marked Exhibit "A".

SECOND: That the said William H. Sterling being so indebted unto your orators, and also unto divers other persons, and leaving personal estate of very small value, and upon which no administration has been granted, but leaving real estate of considerable value, in Somerset County, in the State of Maryland, departed this life on or about the thirty-first day of January, in the year nineteen hundred and thirty-one, intestate, leaving surviving him, as his only heirs at law, the following, the defendant, Hester Sterling, his widow, the defendant, Benson W. Sterling, a son, who married the defendant, Hattie Sterling, and the defendant, Harlan K. Sterling, a son, who married the defendant, Georgia Sterling, all of whom are above the

age of twenty-one years, and all of whom reside in said Somerset County, in the State of Maryland.

THIRD: That no administration was ever had on the personal estate of the said William H. Sterling, deceased, and the same is not sufficient to pay the costs of administration and the debts due and owing by the said William H. Sterling, deceased, at the time of his death, and your orators are advised that they are entitled to have the said real estate sold for the payment of the claim of your orators and the other debts due and owing by the said deceased at the time of his death, 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 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 orators, and the other creditors of the said deceased, according to their legal priorities.

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

May it please your Honors to grant unto your orators the writ of the State of Maryland of subpoena directed to the said Hester Sterling, Benson W. Sterling and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife, of Somerset County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on some certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.

Clarence P. Lankford

Solicitor for Complainants.

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

DAUGHERTY & WARD
Wholesale Grocers
Crisfield, Md.

Dec. 23, 1939

Sold to W. H. Sterling

1 Dz. S. Light Peaches	1	2 40	2 40	
1 Pkg. Blood House	1¼	60	75	
1 Bag Scratch Feed	1	2 60	2 60	5 75

Jan. 6, 1930

Sold to W. H. Sterling

1 Box Camp Beans	4	1 05	4 20	
1 Dz. K Corn Flakes	1	95	95	
1 " Oxford Soap	1	45	45	
½ " Pt. Vinegar	½	1 35	68	6 28

May 19, 1930

Sold to W. H. Sterling

2 Dz. Camp. Veg. Soup	2	1 60	3 20	
1 " Palmolive Soap	1	90	90	
1 " Ess. Vanilla	1	90	90	
1 " Per. Oil Wicks	1	2 75	2 75	
1 Box Macaroni	2	90	1.80	
1 Bag Scratch Feed	1	2 45	2 45	11 10

Oct. 13, 1930

Sold to W. H. Sterling

2 Dz. Small Pet Milk	2	55	1 10	
2 " T. T. Snuff	2	1 00	2 00	
1 Box Boneless Hake	40	09	3 60	
1 " Loose Crackers	10¼	16	1 72	
1 Gal Sour Pickles	1	80	80	9 22

Oct. 20, 1930

Sold to W. H. Sterling

1 Box Camp. Bean	4	95	3 80	
1 Bolt Drilling	60	12½	7 50	
1 Gal Sour Pickles	1	80	80	12 10

Nov. 17, 1930

Sold to W. H. Sterling

1 Dz. Black Cotton	1	48	48	
1 Box 5¢ Palmer Matches	1	3 10	3 10	
1 Dz. Can Hominy	16	1 30	1 30	
1 Roll 15 In. G. B. Fibre	38½	07	2 70	
1 Box #2 Tomatoes	2	90	1 80	
1 Dz. White Cotton	1	48	48	9 86

Nov. 24, 1930

Sold to W. H. Sterling

25 Lbs. W. Beans	25	06½	1 63	
1 Dz. Chipso	1	1 02	1 02	
1 " T. T. Snuff	1	1 00	1 00	
1 Gal. Sour Pickles	1	80	80	
1 Dz. Happy Jack M. Meat	1	2 25	2 25	
1 Box Loose Crackers	10½	16	1 68	8 38

Dec. 1, 1930

Sold to W. H. Sterling

50 Cakes P & G. Soap	50	04	2 00	
1 Dz. O K Blades	1	3 00	3 00	
1 " Pt. Vinegar	1	1 35	1 35	
1 Box Fig Bar Cakes	29¼	13	3 80	
1 Dz. T T Snuff	1	1 00	1 00	
1 " Honest Snuff	1	1 00	1 00	
1 Box Hersheys Choc.	6	38	2 28	
1 Dz. 10¢ Dry Coconut	1	90	90	15 33

Dec. 15, 1930

Sold to W. H. Sterling

1 Dz. T T Snuff	1	1 00	1 00	
1 " Honest Snuff	1	1 00	1 00	
1 Bag Scratch Feed	1	2 15	2 15	
25 lbs. W. Beans	25	06½	1 63	
1 Box Loose Crackers	10½	16	1 68	7 46

Dec. 22, 1930

Sold to W. H. Sterling

20 yds. Drilling	20	13	2 60	
1 Box Sugar	50	5 35	2 68	
2 Dz. T T Snuff	2	1 00	2 00	
2 " Cotton	2	48	96	8 24

Jan. 5, 1931

Sold to W. H. Sterling

1 Dz. King Molasses 1½	1	1 45	1 45	
4 Pkg. Rice	4	07½	30	
1 Dz. T. T. Snuff	1	1 00	1 00	
1 Pkg. Brown Mule	1¼	60	75	3 50

Jan. 26, 1931

Sold to W. H. Sterling

1 Dz. W. Vaseline	1	90	90	
½ " Sir Walter Raleigh	½	1 53	77	
1 " Can Hominy	1	1 30	1 30	
1 " 10¢ Dry Coconut	1	90	90	
1 " Cotton	1	48	48	
1 " Spt. Nitre	1	90	90	
1 " Camp. Books	1	45	45	5 70

Crisfield, Md. July 25, 19__

W. H. Sterling

To Daugherty & Ward, Dr.
Wholesale Grocers

1929	Dec. 23	5.75	
1930	Jan. 6	6.28	
	May 19	11.10	
	Oct. 13	9.22	
	20	12.10	
	Nov. 17	9.86	
	24	8.38	
	Dec. 1	15.33	
	15	7.46	
	22	8.24	
1931	Jan. 5	3.50	
	26	5.70	102.92

May Term, 1937.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL

To Hester Sterling, Benson W. Sterling, Hattie Sterling, Harlan K. Sterling and Georgia Sterling of SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in September next to answer the complaint of Olin L. Dougherty and Elliott Ward partners trading as Dougherty & Ward 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 1st day of July, Anno Domini 1935 ISSUED the 22nd day of August, Anno Domini 1935

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in September, in the year nineteen hundred and 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, 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

Per Isaac H. Dorsey, Deputy.

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

Olin L. Daugherty and Elliott Ward, Partners trading as Daugherty and Ward	)	No. 4739 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County.
Hester Sterling and others.	)	
	)	

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR SOMERSET COUNTY, IN EQUITY.

The petition of the complainant respectfully represents:

That the adult defendants, Hester Sterling, Benson W. Sterling and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

Your complainant, therefore, prays that the bill of complaint in this cause may be taken pro confesso against the said Hester Sterling, Benson W. Sterling, and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife, 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 the Complainant.

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

It appearing in the above entitled cause, that the adult defendants, Hester Sterling, Benson W. Sterling and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

It is thereupon, this 23rd day of September, in the year nineteen hundred and thirty-five, 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 Hester Sterling, Benson W. Sterling and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife, 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 twelfth day of February, in the year nineteen hundred and thirty-seven, Edward P. Wyatt, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, and made return thereof to the Court here in the words following, to wit:

Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward	)	No. 4739 Chancery.
vs.	)	In the Circuit Court for
Hester Sterling, Benson W. Sterling, and Hattie Sterling, his wife, and Harlan K. Sterling and Georgia Sterling, his wife	)	Somerset County.

In this case an order having been passed for testimony to be taken to support the allegation of the bill, I, Edward P. Wyatt, of Crisfield, Maryland, one of the standing examiners, sworn etc., do hereby certify that on this 10 day of February 1937, in Somerset County, aforesaid, I did take the following testimony, to wit:

Elliott Ward, a witness of lawful age, produced on the part of the complainant, being duly sworn, deposes and says:

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

Ans. My name is Elliott Ward, my age is 71 years, my residence is Crisfield, Somerset County, Maryland and I am a Wholesale Merchant.

Int. 2 Are you acquainted with the parties of this suit? If so, where do they reside? Please state their ages?

Ans. I am one of the complainants in this cause, and with Olin L. Daugherty, the other complainant in this cause, constitute the firm of Daugherty and Ward. I am acquainted with all the defendants in this cause. All the parties to this cause reside in Somerset County, Maryland, and are all above the age of twenty-one years.

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

Ans. I was well acquainted with William H. Sterling in his lifetime. He is dead, having died on the 31st day of January 1931. He died intestate.

Int. 4 Please state whether or not the said William H. Sterling was indebted at the time of his death, and if so, how was he so indebted?

Ans. At the time of his death the said William H. Sterling was indebted unto me and Olin L. Daugherty, partners trading as Daugherty and Ward, in the sum of $102.92. The paper now shown me, marked Exhibit "A", is an itemized account and statement of said indebtedness. No part of said indebtedness has been paid, but the whole of same is still unpaid, and due the said firm of Daugherty and Ward. I am informed that the said William H. Sterling was at the time of his death indebted unto other parties, but I do not know in what amounts he was so indebted.

Int. 5 Please state whether or not the said William H. Sterling 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 William H. Sterling left no personal estate of any value, and there has been no administration on said personal estate.

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

Ans. At the time of his death, the said William H. Sterling owned a lot of land in Crisfield District, Somerset County, Maryland, near the Town of Crisfield, containing one and one-half acres, more or less, and is all the real estate and premises conveyed to the said William H. Sterling by two deeds, one from James Bedsworth and Ursula Bedsworth, his wife, and others, dated the 10th day of December, 1892, and recorded among the Land Records of said Somerset County, in Liber H. F. L. No. 12 folio 55, and the other from said James Bedsworth and Ursula Bedsworth, his wife, and others dated the 26th day of October, 1893, and recorded among said Land Records in Liber H. F. L. No. 14 folio 255, except so much thereof as was conveyed by the said William H. Sterling and wife to Alonzo Hastings and Effie Hasting, his wife, by deed dated the 17th day of November 1913, and recorded among said Land Records in Liber S. F. D. No. 65, folio 353 etc. This property is improved by a comfortable dwelling house. The said William H. Sterling also owned at the time of his death a parcel of land, improved by an old building, on the East side of the County Road leading from Mariners M. P. Church to Asbury M. E. Church, in Asbury District, which was conveyed unto the said William H. Sterling by Walter L. Gibson and wife, by deed bearing date the 4th day of June, 1921, and recorded among said land records in Liber W. J. S. No. 84 folio 337. I should think both the properties worth from $800.00 to $1000.00.

Int. 7. Please state who are the heirs at law of the said William H. Sterling and their ages?

Ans. The said William H. Sterling left his widow, Hester Sterling, surviving him, and left two sons, Benson W. Sterling, who married Hattie Sterling and Harlan K. Sterling, who married Georgia Sterling. They are all above the age of twenty-one years.

Int. 8 Please state whether or not the personal estate of the said William H. Sterling is sufficient to pay the debts owing by the said William H. Sterling at the time of his death?

Ans. The personal estate of the said William H. Sterling is not sufficient to pay the debts owing by him at the time of his death, in fact there was no personal estate of any value.

COURTS QUESTION?

Ans. I know nothing further material to this case.

Witness: E. P. Wyatt. Elliott Ward.

Benson W. Sterling, a witness of lawful age, produced on the part of the complainant, being by me first duly sworn, deposes and says:

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

Ans. My name is Benson W. Sterling, my age is 42 years, my residence is Crisfield, Somerset County, Maryland, and my occupation is that of an Insurance Clerk.

Int. 2 Are you acquainted with the parties of this suit, if so, where do they reside, and what are their ages?

Ans. I am one of the defendants of this cause. The other defendants in this cause are Hester Sterling, Hattie Sterling, Harlan K. Sterling and Georgia Sterling. All of the defendants live in Somerset County, Maryland, and all are above the age of twenty-one years.

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

Ans. I was well acquainted with William H. Sterling. He was my father. He is dead, he having died on the 31st day of January, 1931. He died intestate.

Int. 4 Please state whether or not the said William H. Sterling was indebted at the time of his death, and if so, how was he so indebted?

Ans. At the time of his death the said William H. Sterling was indebted to Olin L. Daugherty

and Elliott Ward, partners trading as Daugherty and Ward, but I do not know the amount of such indebtedness. I am also informed that he was indebted in other sums of money, but I do not know in what amounts.

Int. 5 Please state whether or not the said William H. Sterling left any personal estate, and if so, what is its value? Please state whether or not there has been any administration on said personal estate?

Ans. The said William left no personal estate of any value, and there has been no administration on said personal estate?

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

Ans. At the time of his death, the said William H. Sterling owned a lot of land in Crisfield District, Somerset County, Maryland, near the Town of Crisfield, containing one and one-half acres, more or less, and is all the real estate and premises conveyed to the said William H. Sterling by two deeds, one from James Bedsworth and Ursula Bedsworth, his wife, dated the 10th day of December, 1892, and recorded among the Land Records of said Somerset County, in Liber H. F. L. No. 12, folio 55, and the other from said James Bedsworth and Ursula Poleyett, his wife, and others dated the 26th day of October, 1893, and recorded among said Land Records in Liber H. F. L. No. 14, folio 255, except so much thereof as was conveyed by the said William H. Sterling and wife to Alonzo Hastings and Effie Hastings, his wife, by deed dated the 17th day of November 1913, and recorded among said Land Records in Liber S. F. D. No. 65 folio 353 etc. This property is improved by a confortable dwelling house. The said William H. Sterling also owned at the time of his death a parcel of land, improved by an old building, on the East side of the County Road leading from Mariners M. P. Church to Asbury M. E. Church, in Asbury District, which was conveyed unto the said William H. Sterling by Walter L. Gibson and wife, by deed bearing date the 4th day of June, 1921, and recorded among said land records in Liber W. J. S. No. 84 folio 337.

I sould think both the properties worth from $800.00 to $1000.00.

Int. 7 Please state who are the heirs at law of the said William H. Sterling, and their ages?

Ans. The said William H. Sterling left his widow, Hester Sterling, surviving him, and left two sons-myself-Benson W. Sterling, who married Hattie A. Sterling, and Harlan K. Sterling, who married Georgia Sterling. They are all above the age of twenty-one years.

Int. 8 Please state whether or not the personal estate of the said William H. Sterling is sufficient to pay the debts owing by the said William H. Sterling at the time of his death?

Ans. The personal estate of the said William H. Sterling is not sufficient to pay the debts owing by him at the time of his death, in fact there was no personal estate of any value.

COURTS QUESTION ?

Ans. That is about all I know to the matter.

Witness: E. P. Wyatt. Benson W. Sterling.

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 true. Witness my hand and Seal.

Bill of Costs: Edward P. Wyatt (SEAL)

Examiner $4.00 EXAMINER IN CHANCERY.

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

May Term, 1937.

Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward	)	In Equity in the Circuit Court for
	)	Somerset County
vs.	)	No. 4739 Chancery.
Hester Sterling and others	)	
	)	

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

It is thereupon this 16th day of March, in the year n neteen hundred and thirty-seven, 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, be sold.

That Clarence P. Lankford be, and he is hereby appointed trustee to make such sale; the course and manner of his proceeding shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk, in the penalty of Two Thousand ($2000.00) 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 he may thing proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-half cash on the day of sale, the balance of the purchase money to be paid in six months from 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 dispoed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission 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 William H. Sterling, to file their claims with the vouchers thereof, in the office of this Court, within one month from the day of said sale or sales.

James M. Crockett, Judge.

And thereupon, the said 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 Elliott Ward, 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 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 10th day of April, in the year nineteen hundred and thirty-seven.

Whereas, the above bounden Clarence P. Lankford by virtue of a decree of the Circuit Court for Somerset County, Maryland, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the suit of Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, versus Hester Sterling and others, now pending in said Court, the same being No. 4739 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 future decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: Clarence P. Lankford (SEAL)

Albert H. Quinn Elliott Ward (SEAL)

Lorie C. Quinn, Sr. (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 13th day of April, in the year nineteen hundred and thirty-seven.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fourth day of May, in the year nineteen hundred and thirty-seven, 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:

Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward	)	No. 4739 Chancery
vs.	)	In the Circuit Court for
Hester Sterling and others.	)	Somerset County.
	)	

To the Honorable, 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 sixteenth day of March, in the year nineteen hundred and thirty-seven, 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 notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in Somerset County, Maryland, for more than twenty days before the day sale, he did, pursuant to said notice, attend in front of the Bank of Crisfield, in the Town of Crisfield, Maryland, on Saturday, the seventeenth day of April, in the year nineteen hundred and thirty-seven, at or about the hour of 2.30 o'clock P. M., and then and there proceeded to sell the real estate hereinafter mentioned and described, being the real estate of which William H. Sterling, late of said Somerset County, deceased, died seized and possessed, in manner following, that is to say:

Your trustee first offered at public sale to the highest bidder, all those lots or parcels of land, with the improvements thereon, situate, lying and being in Crisfield District, Somerset County, in the State of Maryland, containing one and one-half acres of land, more or less, the same being all the real estate and premises conveyed unto the said William H. Sterling by two deeds, one from James Bedsworth and Ursula Bedsworth, his wife, and others bearing date the tenth day of December, in the year eighteen hundred and ninety-two, and recorded among the Land Records of said Somerset County on Liber H. F. L. No. 12 folio 55 etc, and the other from James Bedsworth and Ursula Bedsworth, his wife, and others, bearing date the twenty-sixth day of October, in the year eighteen hundred and ninety-three, and recorded among said Land Records in Liber H. F. L. No. 14 folio 255 etc, except so much thereof as was conveyed by the said

William H. Sterling and wife to Alonzo Hastings and Effie Hastings, his wife, by deed bearing date the seventeenth day of November, in the year nineteen hundred and thirteen, and recorded among said Land Records in Liber S. F. D. No. 65 folio 353 etc, whereupon Harry Evans, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Seven Hundred and fifteen dollars ($715.00), and said purchaser has paid the full purchase money in cash.

Your attorney next offered at public sale to the highest bidder, all that lot or parcel of land, with the improvements thereon, situate, lying and being in Asbury District, County and State aforesaid, on the East side of the County Road leading from Mariners Methodist Episcopal Church, to Asbury Methodist Episcopal Church, being the same and all the real estate and premises conveyed unto the said William H. Sterling by Walter L. Gibson and wife by deed bearing date the fourth day of June, in the year nineteen hundred and twenty-one, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 84 folio 337, whereupon Benson W. Sterling, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Fifty Dollars ($50.00), and said purchaser has paid the full purchase money in cash.

And your Attorney 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 4th day of May, nineteen hundred and thirty-seven, 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:

Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward	)	No. 4739 Chancery
vs.	)	In the Circuit Court for
Hester Sterling and others	)	Somerset County.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 4th day of May, nineteen hundred and thirty-seven, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, trustee, appointed by a decree of this Court to make said sales, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of June next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 5th day of June, next.

The report states the amount of sales to be $765.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of June, in the year nineteen hundred and thirty-seven, came again into Court here the said complainants, by ~~his~~ their solicitor aforesaid, and on motion of the said complainants, by their solicitor aforesaid, the Court here passed the following order, to wit:

May Term, 1937.

Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward	)	No. 4739 Chancery
vs.	)	In the Circuit Court for
Hester Sterling and others	)	Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 9th day of June, nineteen hundred and thirty-seven, that the sales 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.

J. Millard Jones, Clerk.

"""

Clarence P. Lankford, Ex parte, Trust created by mortgage from Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh.	)	Be it remembered that heretofore, to wit, on the thirtieth day of March, in the year nineteen hundred and thirty-seven, 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 Charles L. Matthews by a certain Adison J. Wilson and Elizabeth Wilson, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 13th day of October, in the year nineteen hundred and twenty-three, by Adison J. Wilson and Elizabeth Wilson, his wife, of Somerset County, in the State of Maryland.

Whereas, the said Adison J. Wilson and Elizabeth Wilson, his wife, have this day borrowed from Charles L. Matthews, of said County and State, the sum of Twelve Hundred and Fifty Dollars ($1250.00), and have executed and delivered unto the said Charles L. Matthews their bill obligatory for said sum of Twelve Hundred and Fifty Dollars ($1250.00), dated evenly herewith, payable to the said Charles L. Matthews in ten 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 Adison J. Wilson and Elizabeth Wilson, his wife, have agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises and the sum of five dollars in hand paid, the said Adison J. Wilson and Elizabeth Wilson, his wife, have granted and by these presents do grant and convey unto the said Charles L. Matthews,his heirs and assigns, all that lot or parcel of land situate, lying and being in Brinkley's District, Somerset County, in the State of Maryland, on the East side of the County Road leading from the residence of S. Frank Whittington to the residence of the late Joseph W. Conner, containing fourteen (14) acres of land, more or less, being the same and all the real estate and premises conveyed unto the said Adison J. Wilson by William S. Richardson and wife by deed bearing date the eleventh day of December, in the year nineteen hundred and eighteen, and recorded among the Land Records of Somerset County in Liber W. J. S. No. 77 folio 237 etc., and is also all that part of the real estate and premises conveyed unto the said William S. Richardson by the Somerset Building, Loan and Banking Association, a body corporate, by deed bearing date the twenty-first day of March, in the year nineteen hundred and one, and recorded among said Land Records in Liber O. T. B. No. 31 folio 96 etc, that lies in the West side of a large lead ditch, running about North and South through said land, and being all of the the real estate conveyed unto the

said William S. Richardson by the deed aforesaid that lies between said large lead ditch and the aforesaid County Road, to which said deeds and records special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

PROVIDED that if the said Mortgagors shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said 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 Adison J. Wilson and Elizabeth Wilson, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for thepayment of the same, or in any agreement, covenent or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Clarence P. Lankford, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue ofa 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 saidproperty shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least twelve hundred and fifty dollars, and to cause the policy to be effected thereon to be so framed

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

Witness the hands and seals of said mortgagors.

Test: Adison J. Wilson (SEAL)

Fred N. Holland. Eliza Wilson (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 13th day of October, 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 Adison J. Wilson and Elizabeth Wilson, 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 Charles L. Matthews, the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Fred N. Holland
Justice of the Peace

Received for Record October 16th, 1923, and recorded in Liber W. J. S. No. 88 folio 208&c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

In pursuance of the last will and testament of Charles L. Matthews, deceased, and an order of the Orphans Court for Somerset County, as Executrix of the last will and testament of the said Charles L. Matthews, deceased, I hereby assign the within mortgage, and the debt thereby secured, unto Mary Virginia Harbaugh.

Witness my hand and seal this 29 day of December, nineteen hundred and thirty-three.

Witness: Chas. L. Tawes. Marion V. Tawes (SEAL)
Executrix of Charles L. Matthews, deceased.

Filed for Record January 5th, 1934, and recorded in W. J. S. No. 88, folio 208,

Test: J. Millard Tawes, Clerk.

$1250.00

For value received, we jointly and severally promise to pay unto Charles L. Matthews the sum of Twelve Hundred and Fifty Dollars, in ten equal annual instalments from this day, with interest from this day, which said interest is to be paid annually.

This obligation is secured by mortgage dated evenly herewith on certain real estate in Brinkley's District, Somerset County, in the State of Maryland.

Witness our hands and seals this 13th day of October, in the year nineteen hundred and twenty-three.

Witness: Fred N. Holland. Adison J. Wilson (SEAL)

$1.25 Revenue stamp Eliza Wilson (SEAL)

In pursuance of the last will and testament of Charles L. Matthews, deceased, and of an order of the Orphans Court for Somerset County, as Executrix of the last will and testament of the said Charles L. Matthews, deceased, I hereby assign the within note, and the mortgage securing the same, unto Mary Virginia Harbaugh.

Witness my hand and seal this 29 day of December, in the year nineteen hundred and thirty-three.

Witness: Chas. L. Tawes. Marion V. Tawes (SEAL)

Executrix of Charles L. Matthews, deceased.

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 Marion V. Tawes, and Mary Virginia Harbaugh, 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 29th day of March, in the year nineteen hundred and thirty-seven.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews, dated the thirteenth day of October, in the year nineteen hundred and twenty-three, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 88 folio 208 etc, (which said mortgage was assigned by Marion V. Tawes, Executrix of Charles L. Matthews, deceased, unto Mary Virginia Harbaugh per assignment duly recorded among the said Land Records), is authorized upon default to sell the real estate in said mortgage mentioned and described; and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said property.

Now the condition of the above obligation is such, that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Clarence P. Lankford (SEAL)

Estelle M. Lankford Marian V. Tawes (SEAL)

Mary Virginia Harbaugh (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 30th day of March, 1937.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex parte, Trust created by mortgage from Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh	)))))	No. 5024 Chancery. In the Circuit Court for Somerset County.

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

The report of Clarence P. Lankford, Attorney named in a mortgage from Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews, bearing date the thirteenth day of October, 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 208 etc.,(and duly assigned by Marion V. Tawes, Executrix of the said Charles L. Matthews, unto Mary Virginia Harbaugh), and duly author-

ized by said mortgage (default having occurred in the covenants and conditions of said mortgage), to sell the real estate in said mortgage described and conveyed, respectfully represents:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other requisites as required by law and the said mortgage, and giving notice of the time,place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in said Somerset County for twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Post Office at Marion Station, Somerset County, Maryland, on Saturday the third day of April, in the year nineteen hundred and thirty-seven, 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 offered 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 East side of the County Road leading from the residence of the late S. Frank Whittington to the residence of the late Joseph W. Conner, containing fourteen acres of land, more or less, being the same and all the real estate and premises conveyed unto the said Adison J. Wilson by William S. Richardson and wife by deed bearing date the eleventh day of December, in the year nineteen hundred and eighteen, and recorded among said Land Records in Liber W. J. S. No. 77 folio 237 etc, and is also all that part of the real estate and premises conveyed unto the said William S. Richrdson by the Somerset Building, Loan and Banking Association, a body corporate, by deed bearing date the twenty-first day of March, in the year nineteen hundred and one, and recorded among the said Land Records in Liber O. T. B. No. 31 folio 96 etc, that lies on the West side of a large lead ditch, running North and South, through said land, and being all of the real estate conveyed unto the said William S. Richardson by the deed aforesaid, that lies between said large lead ditch and the aforesaid County Road, and is also fully described in said mortgage, whereupon Mary Virginia Harbaugh, of Allegheny County, in the State of Pennsylvania, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Eight Hundred Dollars ($800.00), and said purchaser has complied with the terms of said sale to the satisfaction of your attorney, and your attorney has distributed the proceeds of said sale, as follows:

To whole amount of sales		$800.00
By costs and expenses:		
Advertising sale and order nisi	$25.00	
Clerks fee, including record	10.50	
State and County taxes	70.82	
Auctioneer	3.00	
Solicitor	10.00	
Commissions	60.00	
Balance of this fund to Mary Virginia Harbaugh Assignee, per mortgage filed in this cause	620.68	$800.00

Statement of mortgage debt due Mary Virginia Harbaugh, assignee, per mortgage filed in this cause:

Amount of mortgage debt	1,250.00
Interest to day of sale, April 3rd, 1937	578.90
Total amount due principal and interest	1,828.90
Less amount allowed as above	620.68
Balance owing on said mortgage	$ 1,208.22

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 12th day of April, in the year nineteen hundred and thirty-seven, 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 Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh.	)	No. 5024 Chancery
	)	In the Circuit Court
	)	for Somerset County.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 12th day of April, nineteen hundred and thirty-seven, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews and assigned to Mary Virginia Harbaugh, and the distribution of the proceeds of said sale by him made, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of 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 15th day of May, next.

The report states the amount of sales to be $800.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the ninth day of June, in the year nineteen hundred and thirty-seven, 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	)	No. 5024 Chancery
Trust created by mortgage from Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh.	)	In the Circuit Court for
	)	Somerset County.
	)	
	)	

Ordered by the Circuit Court for Somerset County, this 9th day of June, nineteen hundred and thirty-seven, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Adison J. Wilson and Elizabeth Wilson, his wife, to Charles L. Matthews and assigned to Mary Virginia Harbaugh, 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 Tawes, Clerk.

"""

Clarence P. Lankford, Ex parte,	) Be it remembered that heretofore to wit, on the thir-
Trust created by mortgage from Samuel J. Johnson and Sarah A. Johnson, his wife, and assigned to Mary Virginia Harbaugh	) tieth day of March, in the year nineteen hundred and thirty-seven, 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 Charles L. Matthews by a certain Samuel J. Johnson and Sarah A. Johnson, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 8th day of March, in the year nineteen hundred and twenty-two, by Samuel J. Johnson and Sarah A. Johnson, his wife, of Somerset County, in the State of Maryland.

Whereas, the said Samuel J. Johnson and Sarah A. Johnson, his wife, have this day borrowed from Charles L. Matthews, of said County and State, the sum of Two Thousand One hundred and fifty Dollars ($2,150.00), and have executed and delivered unto the said Charles L. Matthews their bill obligatory for said sum of Two Thousand, One Hundred and Fifty Dollars ($2,150.00), dated evenly herewith, payable to the said Charles L. Matthews in ten 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 Samuel J. Johnson and Sarah A. Johnson, his wife, have agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises and the sum of five dollars in hand paid, the said Samuel J. Johnson and Sarah A. Johnson, his wife, have granted and by these presents do grant and convey unto the said Charles L. Matthews, his heirs and assigns, all those lots or parcels of land situate, lying and being in Brinkley's District, Somerset County, in the State of Maryland, and desdribed as follows:

First. All that lot or parcel of land in said Brinkley's District, County and State aforesaid, on the North side of the County Road leading from Tull's Corner to Marumsco, containing three (3) acres of land, more or less, adjoining the lands of Drucilla Conner and others, being the same and all the real estate and premises conveyed unto the said Samuel J. Johnson by Samuel J. Maddox and Laura J. Maddox, his wife, by deed bearing date the twenty-seventh day of April, in the year eighteen hundred and ninety-six, and recorded among the Land Records of Somerset County in Liber O. T. B. No. 18 folio 584 etc.

Second. All that lot or parcel of land in said Brinkley's District, County and State aforesaid, on the North side of the aforesaid County Road leading from Tull's Corner to Marumsco, containing one (1) acre of land, more or less, being the same and all the real estate and premises conveyed unto the said Samuel J. Johnson by Levin Johnson and Sarah Johnson, his wife, by deed bearing date the third day of September, in the year eighteen hundred and ninety-eight, and recorded among said Land Records of Somerset County in Liber O. T. B. No. 24 folio 502 etc.

Third. All that lot or parcel of land in said Brinkley's District, County and State aforesaid, on the aforesaid County Road leading from Tull's Corner to Marumsco, containing three (3) acres of land, more or less, adjoining the lands belonging or formerly belonging to Add Wilson, James Jarrell and Moses Jarrell, being the same and all the real estate and premises devised unto the said Samuel J. Johnson by his father, James D. Johnson, late of Somerset County, deceased, by his last will and testament bearing date the tenth day of September, in the year nineteen hundred and seventeen, and recorded among the Testamentary Records of Somerset County in Liber L. R. No. 32 folio 75 etc.

Fourth. All that lot or parcel of land in said Brinkley's District, County and State aforesaid, on the South side of the County Road leading from James D. Johnson's corner to Marumsco Creek Bridge, containing seven (7) acres of land, more or less, adjoining the land of Charles L. Matthews on the East, the land of Moses Jarrell on the South, the lead ditch between the this

land and the land of Joseph Jarrell on the West, and the aforesaid county road on the North, being the same and all the real estate and premises conveyed unto the said Samuel J. Johnson by George H. Johnson and Hester Johnson, his wife, by deed bearing even date herewith and intended to be recorded among the Land Records of Somerset County cotemporaneously with this mortgage, and is the same real estate of which Smith Johnson, late of Somerset County, deceased, died seized and possessed, and which descended unto the said George H. Johnson as the only child and heir at law of the said Smith Johnson.

And special reference is here made to the deeds, last will and testament 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, his heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Samuel J. Johnson and Sarah A. Johnson, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Clarence P. Lankford, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made inthe manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the 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 fifteen hundred dollars, and to cause the policy to be effected thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: Samuel J. Johnson (SEAL)

Fred N. Holland. Sarah A. Johnson (SEAL)

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY, That on this 8th day of March, in the year nineteen hundred and twenty-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Samuel J. Johnson and Sarah A. Johnson, 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 Charles L. Matthews, the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Fred N. Holland

Justice of the Peace.

Received for Record March 9th, 1922, and recorded in Liber W. J. S. No. 83, folio 194&c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

In pursuance of the last will and testament of Charles L. Matthews, deceased, and of an order of the Orphans Court for Somerset County, as Executrix of the last will and testament of the said Charles L. Matthews, deceased, I hereby assign the within mortgage, and the debt thereby secured, unto Mary Virginia Harbaugh.

Witness my hand and seal this 29 day of December, nineteen hundred and thirty-three.

Witness: Marion V. Tawes, (SEAL)

Chas. L. Tawes Executrix of Charles L. Matthews, dec'd.

Filed for Record January 5th, 1934, and recorded in Liber W. J. S. No. 83, folio 194,

Test: J. Millard Tawes, Clerk.

$2,150.00.

For value received, we promise to pay unto Charles L. Matthews the sum of Two Thousand, One Hundred and Fifty Dollars in ten equal annual instalments from this day, with interest from this day, which said interest is to be paid annually.

This obligation is secured by mortgage dated evenly herewith on certain real estate in Brinkley's District, Somerset County, in the State of Maryland.

Witness our hands and seals this 8th day of March, in the year nineteen hundred and twenty-two.

Witness: Fred N. Holland Samuel J. Johnson (SEAL)

$.42 Revenue stamps Sarah A. Johnson (SEAL)

In pursuance of the last will and testament of Charles L. Matthews, deceased, and of an order of the Orphans Court for Somerset County, as Executrix of the last will and testament of the said Charles L. Matthews, deceased, I hereby assign the within note, and the mortgage securing the same, unto Mary Virginia Harbaugh.

Witness my hand and seal this 29 day of December, in the year nineteen hundred and thirty-three.

Witness: Chas. L. Tawes. Marion V. Tawes (SEAL)

Executrix of Charles L. Matthews, deceased.

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 Marion V. Tawes, and Mary Virginia Harbaugh, 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 29th day of March, in the year nineteen hundred and thirty-seven.

Whereas, the above bounded Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Samuel J. Johnson and Sarah A. Johnson, his wife, to Charles L. Matthews dated the eighth day of March, in the year nineteen hundred and twenty-two, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 83 folio 194 etc (which said mortgage was assigned by Marion V. Tawes, Executor of Charles L. Matthews, deceased, unto Mary Virginia Harbaugh, per assignment duly recorded among said Land Records), is authorized upon default to sell the real estate in said mortgage mentioned and described; 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 conditions of the above obligation is such, that if the above bounden Clarence P. Lankford, do and shall well and faithfully perform the trust reposed in him by the said mortgage and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Clarence P. Lankford (SEAL)

Estelle M. Lankford Marion V. Tawes (SEAL)

Mary Virginia Harbaugh (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 30th day of March, 1937.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex parte	)	No. 5025 Chancery
Trust created by mortgage from Samuel J. Johnson and Sarah A. Johnson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh.	)	In the Circuit Court for Somerset County.

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

The report of Clarence P. Lankford, Attorney named in a mortgage from Samuel J. Johnson and Sarah A. Johnson, his wife, to Charles L. Matthews, bearing date the eighth day of March, in the year nineteen hundred and twenty-two, and recorded among the Land Records of Somerset County, Maryland, in Liber W. J. S. No. 83 folio 194 etc, (and duly assigned by Marion V. Tawes, Executrix of the said Charles L. Matthews, unto Mary Virginia Harbaugh), and duly authorized by said mortgage (default having occurred in the covenants and conditions of said mortgage), to sell the real estate in said mortgage described and conveyed, respectfully represents:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other requisites as required by law and the said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in said Somerset County, for twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Post Office at Marion Station, Somerset County, Maryland, on Saturday, the third day of April, in the year nineteen hundred and thirty-seven, and then and there proceeded to sell said real estate, in manner following, that is to say:

Your Attorney offered at public sale to the highest bidder, all those lots or parcels of land, with the improvements thereon, situate, lying and being in Brinkley's District, Somerset County, in the State of Maryland, and described as follows, (FIRST), All that lot or parcel of land on the County Road leading from Tull's Corner to Marumsco, containing three (3) acres of land, more or less, being all the real estate and premises conveyed unto the said Samuel J. Johnson by Samuel J. Maddox and wife by deed bearing date the twenty-seventh day of April, in the year eighteen hundred and ninety-six, and recorded among the said Land Records in Liber O. T. B. No. 18 folio 584 etc, (SECOND), All that lot or parcel of land on the aforesaid County Road, containing one (1) acre of land, more or less, being all the real estate and premises conveyed unto the said Samuel J. Johnson by Levin Johnson and wife by deed bearing date the third day of September, in the year eighteen hundred and ninety-eight, and recorded among said Land Records in Liber O. T. B. No. 24 folio 502 etc, (THIRD), All that lot or parcel of land on the aforesaid County Road, containing three (3) acres of land, more or less, being all the real estate and premises devised unto the said Samuel J. Johnson by his father, James D. Johnson, by his last will and testament bearing date the tenth day of September, in the year nineteen hundred and seventeen, and recorded among the Testamentary Records of said Somerset County in Liber L. R. No. 32 folio 75 etc, and (FOURTH), All that lot or parcel of land on the South side of the County Road leading from James D. Johnson's corner to Marumsco Creek Bridge, containing seven (7) acres of land, more or less, being all the real estate and premises conveyed unto the said Samuel J. Johnson by George H. Johnson and wife by deed bearing date the eighth day of March, in the year nineteen hundred and twenty-two, and recorded among said Land Records in Liber W. J. S. No. 85 folio 388 etc, and which said real estate is also fully described in said mortgage, whereupon Mary Virginia Harbaugh, of Alleghany County, in the State of Pennsylvania, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Fifteen Hundred Dollars ($1,500.00), and said purchaser has complied with the terms of said sale to the satisfaction of your attorney, and your attorney has distributed the proceeds of said sale, as follows:

To whole amount of sales		$1,500.00
By costs and expenses:		
Advertising sale and order nisi	$ 37.50	
Clerks costs, including record	10.50	
Auctioneer	3.00	
State and County taxes	59.06	
Solicitor	10.00	
Fee in lieu of commission	60.00	
Balance of this fund to Mary Virginia Harbaugh, Assignee, per mortgage filed in this cause	1,319.94	
		$1,500.00

May Term, 1937.

Statement of mortgage debt due Mary Virginia Harbaugh, Assignee, per mortgage filed inthis cause.

Amount of mortgage debt.	$2,150.00
Interest to day of sale, April 3rd, 1937	893.33
Total amount due, principal and interest	3,043.33
Less amount allowed as above	1,319.94
Balance owing on said mortgage debt	$1,723.39

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 onthis 12th day of April, nineteen hundred and thirty-seven, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, Attorney named in the above report of sales, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex parte	)	No. 5025 Chancery
Trust created by mortgage from Samuel J. Johnson and Sarah A. Johnson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh.	)	In the Circuit Court for Somerset County.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 12th day of April, nineteen hundred and thirty-seven, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Samuel J. Johnson and Sarah A. Johnson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh, and the distribution of the proceeds of said sale by him made, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 17th day of 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 15th 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 ninth day of June, in the year nineteen hundred and thirty-seven, 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	)	No. 5025 Chancery
Trust created by mortgage from Samuel J. Johnson and Sarah A. Johnson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh.	)	In the Circuit Court for Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 9th day of June, nineteen hundred and thirty-seven, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Samuel J. Johnson and Sarah A. Johson, his wife, to Charles L. Matthews, and assigned to Mary Virginia Harbaugh, 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 Jones, Clerk.

July Term, 1937.

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 fifth day of the same month, in the year of our Lord one thousand nine hundred and thirty-seven.

Were present, Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Assoc. Judge.
Hon. T. Sangston Insley, Assoc. 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:

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

In the matter of the tax sale of real estate in Brinkley's Election District, assessed to Caleb Rounds for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of State and county taxes for said years. Arzah T. Dashiell, purchaser.	Be it remembered that heretofore, to wit, on the thirteenth day of April, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of State and County taxes for Brinkley's Election District of Somerset County for the years 1931 and 1932,

by George H. Myers, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in Brinkley's Election District, assessed to Caleb Rounds for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of State and county taxes for said years. Arzah T. Dashiell, purchaser.	No. 5027 Chancery Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, Treasurer of Somerset County, and Collector of State and County taxes for said county, respectfully represents.

That on the thirtieth day of June, nineteen hundred and thirty-one, the County Commissioners of Somerset County, made an annual levy of State and County taxes upon the taxable property in said county and sixty days after said levy, Harry E. Muir, 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 purpose, set of persons, or corporate institution as the same appears on the assessment books of said county with the names of said owners arranged according to Election Districts and alphabetically for every District and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to Caleb Rounds in Brinkley's Election District, County and State aforesaid, the sum of three dollars and ninety four cents, county taxes, and the sum of fifty six cents state taxes and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty-two.

That in the month of August, nineteen hundred and thirty-one, the said Harry E. Muir, then Treasurer and Collector of State and County taxes for said year, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander and Herald, and The Eastern Shore

Republican, each published in Princess Anne in said county and the said Harry E. Muir, County Treasurer and Collector aforesaid, prepared tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution or to the Agent of the person or persons or corporate institution to whom the property included in said tax bills was assessed so far as their respective residences or post office addresses were known to or ascertained by him on or before the first day of October next succeeding said levy, and that said tax bills contained a clear statement of the interest to be charged on all said 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 intherest thereon, said taxes would be collected by process of law.

That on the thirtieth day of June, nineteen hundred and thirty-two, the County Commissioners of Somerset County, made an annual levy of State and County taxes upon the taxable property in said county and sixty days after said levy, Harry E. Muir, 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 appears on the assessment books of said county with the names of said owners arranged according to Election Districts and alphabetically for every District and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to Caleb Rounds in Brinkley's Election District, county and state aforesaid, the sum of three dollars and sixty cents county taxes, and the sum of fifty six cents state taxes and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty-three.

That in the month of August, nineteen hundred and thirty-two, the said Harry E. Muir, then Treasurer and Collector of State and County taxes for said year did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander and Herald, and The Eastern Shore Republican, each published in Princess Anne, in said county and the said Harry E. Muir, County Treasurer and Collector aforesaid, prepared tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution or to the Agent of the person or persons or corporate institution to whom the property included in said tax bills was assessed so far as their respective residences or post office addresses were known to or ascertained by him on or before the first day of October, next succeeding said levy, and that said tax bills contained a clear statement of the interest to be charged on all said tax bills and a notice that if said taxes were not paid on or before the first day of January next, succeeding said notice with interest thereon, said taxes would be collected by process of law.

That said State and County taxes for the years 1931 and 1932, being still due and owing and in arrears constituted a lien upon the real estate of the said Calbe Rounds in said Brinkley's District in the county aforesaid, and I, the said Carlos Bozman having been duly appointed to succeed the said Harry E. Muir, as County Treasurer and Collector of State and County taxes for said years by a sale of said real estate and said real estate not being capable of division in my judgment, did advertise the whole of said real estate in The Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale and also by notice set up at the Court House door in Princess Anne, Maryland, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed, and I, the said Carlos Bozman, County Treasurer and Collector aforesaid, in pursuance of said advertisement and notice did on Wesnesday, July third, nineteen hundred and thirty-five, 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

situate in said Brinkley's Election District, County and state aforesaid, with the improvements thereon containing eight acres, more or less, adjoining the lands of H. B. Cullen and Joshua Rounds, and assessed to said Caleb Rounds for said years 1931 and 1932, and sold the same to Arzah T. Dashiell of said Somerset County, he being then and there the highest bidder therefor, at and for the sum of thirteen dollars and seventy one cents, which he has fully paid and a copy of said advertisement is herewith filed as part of this report, marked Exhibit "A".

And I the said Carlos Bozman, Treasurer and Collector aforesaid, do hereby report said sale and the proceedings had thereunder to this Honorable Court for Ratification thereof.

Carlos Bozman

County Treasurer and Collector of State and County taxes for Somerset County.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 12th day of April, nineteen hundred and thirty-seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, Treasurer and Collector of State and County taxes for Somerset County, Maryland, who made oath in due form of law that the matters and facts set forth in the aforegoing report are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

R. Mark White

Justice of the Peace.

Exhibit "A" referred to in the foregoing report of sale is in the words following, to wit;

TREASURER'S SALE FOR TAXES
IN
BRINKLEY'S DISTRICT

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 WEDNESDAY, JULY 3RD, 1935, 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 Brinkley's 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 cost.

No. 131. All that lot and improvements in said District, county and state, containing eight acres, more or less, adjoining the lands of H. B. Cullen and Joshua Rounds and assessed to Caleb Rounds for 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN

County Treasurer

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

In the matter of the tax sale of real estate in Brinkley's Election District, assessed to Caleb Rounds for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said years.	)	No. 5027 Chancery
	)	Circuit Court for
	)	Somerset County, Maryland.
Arzah T. Dashiell, Purchaser	)	
	)	

The annexed and aforegoing report of the proceedings of Carlos Bozman, Treasurer of Somerset County and Collector of State and County taxes, for said county, relating to the sale on July third, nineteen hundred and thirty-five, of certain land in Brinkley's Election District, containing eight acres, more or less, adjoining the lands of H. B. Cullen and Joshua Rounds and assessed to Caleb Rounds for State and County taxes for the years 1931 and 1932, made to Arzah T.

Dashiell at and for the sum of thirteen dollars and seventy 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 13th day of April, nineteen hundred and thirty-seven, by the Circuit Court for Somerset Connty in Equity, ordered that notice be given in The Somerset News, a newspaper published in said Somerset County, once in each of three successive weeks before the 15th day of May, nineteen hundred and thirty-seven, 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 June, nineteen hundred and thirty-seven, 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 thirteen dollars and seventy one cents.

James M. Crockett, Judge.

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

In the matter of the tax sale of real estate in Brinkley's Election District, assessed to Caleb Rounds for the years 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said years.	)	No. 5027 Chancery
	)	Circuit Court for
	)	Somerset County,
Arzah T. Dashiell, purchaser.	)	Maryland.
	)	

In the above entitled cause it appearing that notice has been given by publication of the order nisi heretofore passed in this cause, in the "Somerset News", a weekly newspaper published in said Somerset County, according to the terms of said order nisi, and no objection having been made to the said sale and no cause to the contrary having been shown, it is hereby ORDERED this seventh day of July, nineteen hundred and thirty-seven, by the Circuit Court for Somerset County in Equity, that the aforegoing report and the sale therein reported be and the same are hereby finally ratified and confirmed.

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 Jawes, Clerk.

"""

In the matter of the tax sale of real estate in Westover Election District, assessed to George Hayman heirs, for the years 1928 to 1932 inclusive, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said year.	)	Be it remembered that heretofore, to wit,
	)	on the thirteenth day of April, in the year
	)	nineteen hundred and thirty-seven, a certain
	)	Carlos Bozman, Collector of state and county
Madora Turpin Dashiell, purchaser.	)	taxes for Westover Election District of
	)	Somerset County for the years 1928 to 1932

inclusive, by George H. Myers, his solicitor, exhibited and filed in the Circuit Court here, a report of sàles, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

July Term, 1937.

In the matter of the tax sale of real estate in Westover Election District, assessed to George Hayman heirs, for the years 1928 to 1932 inclusive, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said year.	)	No. 5028 Chancery Circuit Court for Somerset County, Maryland.
Madora Turpin Dashiell, purchaser.	)	

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, Treasurer of Somerset County and Collector of State and County taxes for said county, respectfully represents:

That on the thirtieth day of June, nineteen hundred and twenty-eight, the County Commissioners of Somerset County, made an annual levy of State and County taxes upon the taxable property in said county and 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 appears on the assessment books of said county with the names of said owners arranged according to Election Districts and alphabetically for every District and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to George Hayman heirs in Westover Election District, county and state aforesaid, the sum of four dollars and eighty eight cents county taxes, and the sum of sixty four cents state taxes and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and twenty-nine.

That in the month of August, nineteen hundred and twenty-eight, the said Harry T. Phoebus, then Treasurer and Collector of State and County taxes for said year did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander and Herald, and The Eastern Shore Republican, each published in Princess Anne in said county and the said Harry T. Phoebus County Treasurer and Collector aforesaid, prepared tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution or to the Agent of the person or persons or corporate institution to whom the property included in said tax bills was assessed so far as their respective residences or post office addresses were known to or ascertained by him on or before the first day of October next succeeding said levy, and that said tax bills contained a clear statement of the interest to be charged on all said 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 thirtieth day of June, nineteen hundred and twenty-nine, the County Commissioners of Somerset County, made an annual levy of State and County taxes upon the taxable property in said county and 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 appears on the assessment books of said county with the names of said owners arranged according to Election Districts and alphabetically for every district and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to George Hayman heirs in Westover Election District, county and state aforesaid, the sum of four dollars and sixty-three cents county taxes, and the sum of sixty four cents state taxes and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty.

That in the month of August, nineteen hundred and twenty-nine, the said Harry T. Phoebus, then Treasurer and Collector of State and county taxes for said year, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander and Herald, and The Eastern Shore Republican, each published in Princess Anne in said county and the said Harry T. Phoebus, County Treasurer and Collector aforesaid, prepared tax bills for each tax payer and forwarded the same bymail 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 tax bills was assessed so far as their respective residences or post office addresses were known to or ascertained by him on or before the first day of October next succeeding said levy, and that said tax bills contained a clear statement of the interest to be charged on all said 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 thirtieth day of June, nineteen hundred and thirty, the County Commissioners of Somerset County, made an annual levy of state and county taxes upon the taxable property in said county and sixty days after said levy, Harry E. Muir, 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 appears on the assessment books of said county with the names of said owners arranged according to Election Districts and alphabetically for every district and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the County Commissioners did levy upon the property assessed to George Hayman heirs, in Westover Election District, county and state aforesaid, the sum of four dollars and thirteen cents county taxes, and the sum of sixty three cents state taxes and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty-one.

That in the month of August, nineteen hundred and thirty, the said Harry E. Muir, then Treasurer and Collector of State and County taxes for said year did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander and Herald, and The Eastern Shore Republican, each published in Princess Anne in said county and the said Harry E. Muir, County Treasurer and Collector aforesaid, prepared tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution or to the Agent of the person or persons or corporate institution to whom the property included in said tax bills was assessed so far as their respective residences or post office addresses were known to or ascertained by him on or ascertained by him on or before the first day of October, next succeeding said levy, and that said tax bills contained a clear statement of the interest to be charged on all said 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 thirtieth day of June, nineteen hundred and thirty-one, the County Commissioners of Somerset County, made an annual levy of state and County taxes upon the taxable property

in said county and sixty days after said levy, Harry E. Muir, 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 bylaw showing the aggregate assessment of every person, set of persons, or corporate institution as the same appears on the assessment books of said county with the names of said owners arranged according to Election Districts and alphabetically for every District and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to George Hayman heirs in Westover Election District, County and State aforesaid, the sum of Four dollars and thirty-eight cents county taxes, and the sum of sixty three cents state taxes and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty-two.

That in the month of August, nineteen hundred and thirty-one, the said Harry E. Muir, then Treasurer and Collector of State and County taxes for said year, did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander and Herald, and The Eastern Shore Republican, each published in Princess Anne in said county and the said Harry E. Muir, County Treasurer and Collector aforesaid, prepared tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution or to the Agent of the person or persons or corporate institution to whom the property included in said tax bills was assessed so far as their respective residences or post office addresses were known to or ascertained by him on or before the first day of October next succeeding said levy, and that said tax bills contained a clear statement of the interest to be charged on all said 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 thirtieth day of June, nineteen hundred and thirty-two, the County Commissioners of Somerset County, made an annual levy of State and County taxes upon the taxable property in said county and sixty days after said levy, Harry E. Muir, 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 appears on the assessment books of said county with the names of said owners arranged according to Election Districts and alphabetically for every District and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by said levy the said County Commissioners did levy upon the property assessed to George Hayman heirs, in Westover Election District, county and state aforesaid, the sum of four dollars, county taxes, and the sum of sixty-three cents state taxes and that said taxes were overdue and in arrears on the first day of January, nineteen hundred and thirty-three.

That in the month of August, nineteen hundred and thirty-two, the said Harry E. Muir, then Treasurer and Collector of State and County taxes for said year did give notice of said annual levy by advertisement inserted once a week for four successive weeks in two newspapers published in said Somerset County, that is to say, the Marylander and Herald, and The Eastern Shore Republican, each published in Princess Anne, in said county and the said Harry E. Muir, County Treasurer and Collector aforesaid, prepared tax bills for each tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institution or to the Agent of the person or persons or corporate institution to whom the property included in said tax bills was assessed so far as their respective residences or post office addresses were known to

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

That said State and County taxes for the years 1928, 1929, 1930, 1931 and 1932, being still due and owing and in arrears constituted a lien upon the real estate of the said George Hayman heirs in said Westover Election District in the county aforesaid, and I, the said Carlos Bozman having been duly appointed to succeed the said Harry T. Phoebus and Harry E. Muir, as County Treasurer and Collector of State and County taxes having found it necessary to enforce the payment of said taxes for said years by a sale of said real estate and said real estate not being capable of division in my judgment did advertise the whole of said real estate in the Eastern Shore Republican, a newspaper published in said Somerset County, once a week for four successive weeks before the day of sale and also by notice set up at the Court House door in Princess Anne, Maryland, giving notice of the time, place and terms of sale, the years for which said taxes were due and to whom the property was assessed; and I, the said Carlos Bozman, County Treasurer and Collector aforesaid in pursuance of said advertisement and notice did on Wednesday, July thirty first, nineteen hundred and thirty-five, at 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 situate in Westover Election District in said Somerset County, containing three acres, more or less, with the improvements thereon on the county road adjoining the lands of J. H. Ward and assessed to "George Hayman heirs" for said years, 1928, 1929, 1930, 1931 and 1932, and sold the same to Madora Turpin Dashiell, of said Somerset County, she being then and there the highest bidder therefor at and for the sum of thirty nine dollars and four cents, which she has fully paid and a copy of said advertisement is herewith filed as part of this report, marked Exhibit "A".

And I the said Carlos Bozman, Treasurer and Collector aforesaid do hereby report said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

County Treasurer and Collector
of State and County taxes for
Somerset County.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 12th day of April, nineteen hundred and thirty-seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, Treasurer and Collector of State and County taxes for Somerset County, Maryland, who made oath in due form of law that the matters and facts set forth in the aforegoing report are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

R. Mark White.
Justice of the Peace.

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

TREASURER'S SALE FOR TAXES IN
WESTOVER DISTRICT

By virtue of the power and authority vested in me as County Treasurer for Somerset County Maryland, by virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Wednesday, July 31, 1935 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 Westover 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 cost.

No. 27. All that lot, containing three acres, with improvements more or less, on the county road, adjoining the land of J. H. Ward and assessed to George Hayman "Heirs", for 1928, 1929, 1930, 1931 and 1932, and sold for taxes for said years.

CARLOS BOZMAN
County Treasurer.

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

In the matter of the tax sale of real estate in Westover Election District, assessed to George Hayman heirs, for the years 1928 to 1932 inclusive made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said years.	)	No. 5028 Chancery
	)	Circuit Court for
	)	Somerset County, Maryland.
Madora Turpin Dashiell, purchaser.	)	
	)	

The annexed and aforegoing report of the proceedings of Carlos Bozman, Treasurer of Somerset County and Collector of State and County taxes for said county, relating to the sale on July thirty-first, nineteen hundred and thirty-five, of certain land in Westover Election District containing three acres, more or less, located on the county road adjoining the land of J. H. Ward and assessed to George Hayman heirs for State and County taxes for the years 1928, 1929, 1930, 1931 and 1932, made to Madora Turpin Dashiell at and for the sum of thirty- nine dollars and 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 13th day of April, nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, in Equity, ordered that notice be given in the Somerset News, a newspaper published in said Somerset County, once in each of three successive weeks before the 15th day of May, nineteen hundred and thirty-seven, 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 June, nineteen hundred and thirty-seven, 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 thirty nine dollars and four cents.

James M. Crockett, Judge.

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

In the matter of the tax sale of real estate in Westover Election District, assessed to George Hayman heirs, for the years 1928 to 1932 inclusive, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said year.	)	No. 5028 Chancery
	)	Circuit Court for
	)	Somerset County, Maryland.
Madora Turpin Dashiell, purchaser.	)	
	)	

In the above entitled cause it appearing that notice has been given by publication of the order nisi heretofore passed in this cause, in the "Somerset News", a weekly newspaper published in said Somerset County, according to the terms of said order nisi, and no objection having been made to the said sale and no cause to the contrary having been shown it is hereby ORDERED this seventh day of July, nineteen hundred and thirty-seven, by the Circuit Court for Somerset County in Equity, that the aforegoing report and the sale therein reported be and the same are hereby finally ratified and confirmed.

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.

"""

Edgar A. Jones, Ex parte Trust created under power in a mortgage from Joseph Sigrist to John E. Smith	) Be it remembered that heretofore, to wit, on the) ninth day of June, in the year nineteen hundred) and thirty-seven, 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 John E. Smith and Edna E. Smith, his wife, of Somerset County, Maryland, by a certain Joseph Sigrist, of said county and state, which said original of mortgage is in the words following, to wit :

THIS MORTGAGE, Made this 23d day of April, in the year nineteen hundred and twenty-three, by Joseph Sigrist, of Somerset County, Maryland, witnesseth:

Whereas the said Joseph Sigrist is justly and bona fide indebted unto John E. Smith and Edna E. Smith, his wife, of said county and state, in the full and just sum of two thousand dollars, for the balance of purchase money for the real estate hereinafter mentioned, evidenced by the bill obligatory of the said Joseph Sigrist for said sum of two thousand dollars, dated evenly herewith, and payable to the said John E. Smith and Edna E. Smith, his wife, two years after date, with interest from date, payable annually from date, and in which said bill obligatory the said Joseph Sigrist 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 two thousand dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said Joseph Sigrist does hereby grant and convey unto the said John E. Smith and Edna E. Smith, his wife, their heirs and assigns, all that house and lot situate, lying and being on the east side of Beechwood Street, in the town of Princess Anne, Somerset Connty, Maryland, and on the north side of the street or road leading from Princess Anne to the Colored Academy, which was conveyed to the said Joseph Sigrist by the said John E. Smith and Edna E. Smith, his wife, by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage; and being also all and the same property conveyed to John E. Smith by L. B. McDowell by deed recorded among the land records of said Somerset County in Liber W. J. S. No. 74, folio 430.

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 Mortgagees, their heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Joseph Sigrist, 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 Mortgagees, their personal representatives or assigns, or L. Creston Beauchamp, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of such property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagor, or any person in his behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagor covenants to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor does further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least fifteen hundred 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 saidmortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagees are hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagees may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hand and seal of said mortgagor.

Test: Vernon E. White. Joseph Sigrist (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 23rd day of April, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Joseph Sigrist, 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 John E. Smith 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 the day and year aforesaid.

Vernon E. White SEAL OF
Notary Public NOTARY

Received for Record April 24th, 1923, and recorded in Liber W. J. S. No. 88, folio 32 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

As collateral security for the payment of the bill obligatory of John E. Smith and Gideon E. Smith for three thousand dollars dated 17th August, 1921, payable to the Bank of Somerset one year after date, upon which there is now unpaid twenty-five hundred and ten dollars with interest from the 17th Feb. 1923, and as collateral security for the payment of the promissory note of the undersigned for three hundred dollars, payable to the Bank of Somerset four months after date, dated evenly herewith, and for the payment of any renewal or renewals of said note for the whole or any part of said sum, we hereby assign the within and foregoing mortgage to the Bank of Somerset, its successors or assigns.

Witness our hands and seals this 23rd day of April, 1923.

Witness: John E. Smith (SEAL).
Vernon E. White. Edna E. Smith (SEAL)

For value received, the Bank of Somerset, a body corporate, hereby assigns to John E. Smith and Edna E. Smith, all its interest in the within and foregoing mortgage.

Witness the corporate seal of said Bank of Somerset, and the signature of H. Fillmore Lankford, Vice President of said Bank of Somerset,this 21st day of July, 1932.

CORPORATE H. Fillmore Lankford
SEAL Vice-President of Bank of Somerset.

For value received, we hereby assign to E. Herrman Cohn, his heirs, and assigns, the within and foregoing mortgage, and guarantee the payment of the same.

Witness our hands and seals this 21st day of July, 1923.

Witness: John Elliott Smith (SEAL)
H. F. Lankford Edna E. Smith (SEAL)

Filed for Record 20th July, 1923, and recorded in Liber W. J. S. No. 88, folio 32.

Per: W. Jerome Sterling, Clerk.

FOR VALUE RECEIVED, the undersigned,hereby assigns to the Bank of Somerset, Princess Anne, Maryland, the within and foregoing mortgage and the note secured thereby and guarantees payment of same.

Witness my hand and seal this 27th day of January, 1932.

Witness: Wm. B. Spiva. E. Herrman Cohn (SEAL)

Filed for Record 24th August, 1934, and recorded in J. M. T. No. 106, folio 115.

Test: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED the Bank of Somerset, a body corporate, hereby assigns the within and foregoing mortgage to E. Herrman Cohn, without recourse.

Witness the corporate seal of said Bank of Somerset and the signature of William B. Spiva, President of said Bank of Somerset, this 20th day of October, 1936.

Eunice Pilchard. CORPORATE BANK OF SOMERSET
Witness. SEAL BY Wm. B. Spiva
President.

Filed for Record November 4th, 1936, and recorded in Liber J. M. T. No. 112, folio 91.

Test: J. Millard Tawes, Clerk.

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 May, 1937.

Witness: F. Austin Watkins. E. Herrman Cohn (SEAL)

Filed for Record 11th May, 1937, and recorded in Liber W. J. S. No. 88, folio 33.

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, E. Herrman Cohn and A. E. Krause, 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 15th day of May, in the 1937.

Whereas by mortgage dated April 23rd, 1923 and recorded among the land records of Somerset County, State of Maryland, in Liber W. J. S. No. 82, folio 92 & etc. Joseph Sigrist conveyed to John E. Smith and Edna E. Smith certain real estate to secure the payment of the sum therein mentioned, and whereas the said mortgage was duly assigned to the said E. Herrman Cohn and by him assigned 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 in said mortgage and,

Whereas default has occured under 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 truly 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.

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

Witness: Benjamin L. Barnes. Edgar A. Jones (SEAL)

Witness: A. E. Krause. E. Herrman Cohn (SEAL)

Witness: F. Austin Watkins. A. E. Krause (SEAL)

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 June, in the year nineteen hundred and thirty-seven, the said Assignee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

Edgar A. Jones, Ex parte,	)	No. 5035 Chancery
Under power contained in a mortgage from Joseph Sigrist to John E. Smith and Edna E. Smith and assigned to E. Herrman Cohn.	)	In the Circuit Court for Somerset County, in Equity.

To the Honorable, the Judge of said Court:

The report of sale of Edgar A. Jones, assignee of a certain mortgage made and executed by Joseph Sigrist to John E. Smith and Edna E. Smith, duly assigned to E. Herrman Cohn, and by him assigned to the undersigned for the purpose of foreclosure and collection, said mortgage being dated April 23rd, 1923, and recorded among the land records of Somerset County in Liber W. J. S. No. 88, folio 32 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 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 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 and by notice posted in front of the Court House door in Princess Anne, he did pursuant to said notice attend at the said Court House door, in Princess Anne, Somerset County, Maryland, on the 8th day of June, 1937, at or about the hour of two o'clock P. M. and then and there proceed to sell the property described in said mortgage, to-wit:

All that house and lot situate lying and being on the East side of Beechwood Street, in the Town of Princess Anne, Maryland, and on the North side of the street or road leading from Princess Anne to the colored academy, which was conveyed to the said Joseph Sigrist by John E. Smith and wife by deed dated April 23rd, 1923, duly recorded among the aforesaid land records, which said property is now occupied by Harry B. Powell, and sold the same to E. Herrman Cohn at and for the sum of one thousand 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 receipts from sale		$ 1000.00
To the Marylander and Herald, advertising and order nisi	$ 17.00	
To the Clerk of the Court for costs	21.00	
To Edwin B. Muir, auctioneer	2.00	
To Assignee for his commissions (State and County taxes previously paid)	72.00	112.00
Balance to be credited on mortgage debt		888.00
Total mortgage debt due		2000.00
Less credit by sale		888.00
Balance due on mortgage		$ 1112.00

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to-wit:

I hereby certify, that on this 9th day of June, in the year Nineteen hundred and thirty seven, before me, the subscriber, Clerk of the Circuit Court for Somerset County, State of Maryland, personally appeared Edgar A. Jones, Assigned named in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true and bona fide 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 Joseph Sigrist to John E. Smith and Edna E. Smith and assigned to E. Herrman Cohn	)))	No. 5035 Chancery In the Circuit Court for Somerset County, in Equity.

July Term, 1937.

Ordered this 9th day of June, in the year Nineteen hundred and thirty seven, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds therefrom, made and reported by Edgar A. Jones, Assignee of the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of July, 1937, 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 12th day of July, 1937.

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

J. Millard Tawes,

Clerk of the Circuit Court for Somerset County.

And now at this day to wit, on the fourteenth day of July, in the year nineteen hundred and thirty-seven, 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 Joseph Sigrist to John E. Smith and Edna E. Smith and assigned to E. Herrman Cohn	)))	No. 5035 Chancery In the Circuit Court for Somerset County, in Equity.

Ordered by the Circuit Court for Somerset County in Equity, this 14th day of July, in the year nineteen hundred and thirty seven, that the sale of the real estate mentioned in these proceedings, and the distribution of the proceeds therefrom, made and reported by Edgar A. Jones, Assignee of the mortgage 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.

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HARRY C. DASHIELL, ASSIGNEE Ex parte Under power in a mortgage from G. Cooper Bradshaw et. als. to Home Owners Loan Corporation, and assigned for collection, etc.	)))))	Be it remembered that heretofore to wit, on the eighteenth day of May, in the year nineteen hundred and thirty-seven, 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 Home Owners' Loan Corporation by a certain G. Cooper Bradshaw, Beulah Elliott and Sadie Tyler, of said county and state, which said original of mortgage is in the words following, to wit:

This mortgage, made this twelfth day of April, 1935, by and between G. Cooper Bradshaw, Widower, Beulah Elliott and Sadie Tyler, of Crisfield, Somerset County, State of Maryland, Mortgagors, and Home Owners' Loan Corporation, Mortgagee.

Whereas, the Mortgagors are indebted unto the Mortgagee in the sum of seven hundred ninety-two & 15/100 dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of seven hundred ninety-two & 15/100 dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Baltimore, Md. in monthly instalments of $6.27, accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

Whereas, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

Whereas, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

Now therefore this Mortgage Witnesseth, that for and in consideration of the premises and of the sum of one dollar ($1) and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and, assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot of land in the City of Crisfield, Somerset County, Maryland, on the north side of Pine Street, adjoining the land of Benjamin F. Gibson, on the east and running with Pine Street west 38½ feet to the land of John E. Sterling of S (formerly belonging to Mollie E. Chelton), thence north with said land of John E. Sterling of S 128 feet, thence east 38½ feet to the land of the said Benjamin F. Gibson, thence south with said Gibson land 128 feet to the place of beginning, together with the free and unobstructed right of way (from the real estate hereby mortgaged) to Locust Street over the land (in the hereinafter mentioned deed to the said Cornelius W. Sterling, his heirs and assigns) and appurtenant to the land hereby conveyed, and being the same land which was conveyed to the said G. Cooper Bradshaw by Cornelius W. Sterling and wife by deed dated October 17, 1925, and recorded in Liber W. J.S. 92, folio 288.

The property above described is the property of said G. Cooper Bradshaw, Widower, and the said Beulah Elliott and Sadie Tyler execute this mortgage and thenote therein referred to for the purposesof also assuming the primary obligation, jointly and severally, to repay said indebtedness and fulfill the covenants herein contained, such obligation to be the joint and several direct and primary obligation of each and every one of the parties hereto.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing, and lighting fixtures and appliances now affixed to and being part of the realty.

To have and to hold the aforesaid parcel of ground and premises unto and to theproper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mort-

gagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property, or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of six per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on

said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage mortgage should be instituted or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and Thomas E. Barrett, Jr., or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale (under art. 66, secs. 6 to 10 of the Maryland Code, Public General Laws, or any other general or local laws relating to mortgages), and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz:, upon giving twenty days' notice of the time, place, manner, and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a courthaving equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this mortgage, whether the same shall have matured ornot, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a court having equity jurisdiction in the State of Maryland, which expenses, costs, and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and Thomas E. Barrett, Jr., or either of them, 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 said expenses, costs, and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the Mortgagors.

Test: G. Cooper Bradshaw (SEAL)
Beulah Elliott (SEAL)
Sadie Tyler (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this twelfth day of April, 1935, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared G. Cooper Bradshaw, Widower, Beualh Elliott and SadieTyler, the Mortgagors named inthe aforegoing Mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Harry C. Dashiell, agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of said Mortgagee and authorized to make this affidavit.

Witness my hand and Notarial seal.

Eunice Pilchard SEAL OF
Notary Public NOTARY

My commission expires the 6th day of May, 1935.

Received for Record April 18th, 1935, and recorded in Liber J. M. T. No. 109, folio 87, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand and Charles B. Lyddane, duly authorized, its Regional Treasurer, this 11th day of May, 1937.

WITNESS: Esther Reamer. Chas. B. Lyddane CORPORATE
Regional Treasurer SEAL

Filed for Record 18th May, 1937, and recorded in J. M.T. No. 109, folio 87&c.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

$792.15 Crisfield, Maryland

April 12, 1935.

For value received I, or we, promise to pay to the order of HOMEOWNERS' LOAN CORPORATION at its office in Baltimore, Md., the sum of $792.15, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $6.27 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 5 per centum per annum. In the event of default in payment of this note, and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive anyhome-stead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or theholder of this note as our attorney in fact in case of bankruptcy to claim any and all home-

stead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and, I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights, and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of each party.

G. Cooper Bradshaw (SEAL)
Pine Street, Crisfield, Maryland

Beulah Elliott (SEAL)
Pine Street, Crisfield, Maryland

Sadie Tyler (SEAL)
Rhodes Point, Maryland.

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, as principal and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00), 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, administrators, executors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of June, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under the power of sale contained in a mortgage from G. Cooper Bradshaw et. als. to Home Owners Loan Corporation, dated April 12, 1935, and recorded among the Land Records of Somerset County, in Liber J. M. T. No. 109, folio 87, the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in the said mortgage default having been made in the payment of the debt therein specified, and the conditions and the covenants therein contained.

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

In testimony whereof, the said Harry C. Dashiell, has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

James R. Stewart — Harry C. Dashiell (SEAL)

Signed, sealed and delivered in the presence of: — CORPORATE SEAL — UNITED STATES FIDELITY AND GUARANTY CO.

Louise V. Powell — By H. M. Walters, Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixteenth day of June, in the year nineteenhundred and thirty-seven, 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 G. Cooper Bradshaw et. als. to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	)	No. 5036 Chancery In the Circuit Court for Somerset County, In Equity.

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 G. Cooper Bradshaw, et. als. to the Home Owners Loan Corporation, a corporation, dated April twelfth, nineteen hundred and thirty five, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 109, folio 87 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 the said Court, or 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 CRISFIELD TIMES, a weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bills posted at the Court House door in Princess Anne, in said County, he did, pursuant to said notice, attend at the Court House door in Princess Anne, in said Somerset County and State of Maryland, on Tuesday, the fifteenth day of June, nineteen hundred and thirty seven, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate, as follows:

Your Assignee offered for sale all that lot of ground in the City of Crisfield, in Crisfield Election District, in said Somerset County, State of Maryland, on the north side of Pine Street, adjoining the land of Benjamin F. Gibson on the east, and running with said Pine Street west thirty eight and one-half feet to the land of John E. Sterling of S. (formerly owned by Mollie E. Chelton), thence north with the said land of said John E. Sterling of S. one hundred and twenty eight feet, thence east thirty eight and one-half feet to the land of the said Benjamin F. Gibson, thence south with said Gibson land one hundred and twenty eight feet to the place of beginning, whereon G. Cooper Bradshaw resided in his life time; together with the free and unobstructed right-of-way to Locust Street over the Land appurtenant to the land hereby conveyed; and being the same land which was conveyed unto the said G. Cooper Bradshaw by Cornelius W. Sterling and wife by deed dated October seventeenth, nineteen hundred and twenty five, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 92 folio 288 etc. This property is improved by a two story frame dwelling.

AND your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of Seven Hundred Dollars ($700.00), and the said purchaser has complied with the terms of said sale to the satisfaction of the said Assignee.

ALL of which is respectfully submitted,

Harry C. Dashiell, Assignee.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 16th day of June, nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, Assignee named in the above report of sale, and made oath in due form of law that the matters and things as stated in the foregoing report of sales 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 first above written.

Eunice Pilchard SEAL OF
Notary Public NOTARY

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

HARRY C. DASHIELL, ASSIGNEE Ex parte	)	
	)	No. 5036 Chancery
Under power in a mortgage from G. Cooper Bradshaw et. als. to the home Owners Loan Corporation, a corporation, and assigned by the Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	In the Circuit Court
	)	for Somerset County,
	)	in Equity.
	)	

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th day of July, nineteen hundred and thirty seven; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 14th day of July, nineteen hundred and thirty seven.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the seventeenth day of July, nineteen hundred and thirty-seven, 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	)	No. 5036 Chancery
	)	In the Circuit Court
Under power in a mortgage from G. Cooper Bradshaw et. als. to Home Owners Loan Corporation, and assigned, etc.	)	for Somerset County,
	)	In Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 17th day of July, nineteen hundred and thirty seven, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, 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.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the within cause, since it appears that Harry C. Dashiell the regular Auditor of this Court is the solicitor for complainant 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.

" " " "

HARRY C. DASHIELL, ASSIGNEE
Ex parte

Under power in a mortgage from Omar Donalds and Eugenia Donalds, his wife, to Home Owners Loan Corporation, and assigned for collection, etc.

Be it remembered that heretofore, to wit, on the ~~sixteenth~~ eighteenth day of ~~June~~ May, in the year nineteen hundred and thirty-seven, 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 Home Owners' Loan Corporation by a certain Omar Donald and Eugenia Donald, of said county and state, which said original or mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 14th day of April, 1934, by and between Omar Donald and Eugenia Donald, also known as Eugie Donald, his wife, of Deals Island, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Seven hundred thirty-six & 95/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of Seven hundred thirty-six & 95/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $5.84 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance and with further privilege to the Mortgagors to pay the sum of $3.07 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagors, provided all other conditions and covenants in said note and herein on the part of the Mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $6.81, to be applied, first, to interest on the unpaid balance and the remainder to principal until said debt is paid in full; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments as hereinbefore provided, and the performance of other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset County, State of Maryland, and described as follows, that is to say:

All that lot or parcel of land in Deals Island, Somerset County, Maryland, bounded on the north by a private road leading from the County Road to Tangier Sound, on the east by said County Road, by the land now or formerly of Susanne Goslee on the west, and on the south by land now or formerly of William C. Webster, containing 1/8 of an acre of land, more or less.

Being the same land as conveyed from John W. S. Webster and Virginia L. Webster, his wife, unto said Omar Donald and Eugie Donald, his wife, by deed dated May 31, 1930, and recorded in Somerset County Land Record Liber G. W. L. No. 100, folio 214.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed, on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Uponthe failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants insaid note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagors without in any vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the eventof any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be instituted or anyjunior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable, and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, and said default shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee, or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time, place, manner and terms of sale, in a newspaper printed in Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the eventof a sale of said property under the assent to decree or 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 ($25) Dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or

to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commissions the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made or said principal, costs, expenses and commission.

AND the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST: M. Virginia Wood. Omar Donald (SEAL)

Eugenia Donalds (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of April, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Omar Donald and Eugenia Donald, also known as Eugie Donald, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared L. Roy Willis, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

M. Virginia Wood SEAL OF

Notary Public NOTARY

My commission expires the sixth dayof May, 1935.

Received for Record April 24, 1934, and recorded in Liber J. M. T. No. 107, folio 122, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 11th day of May, 1937.

WITNESS: Esther Reamer. Chas. B. Lyddane CORPORATE

Regional Treasurer SEAL

Filed for Reord 18th May, 1937, and recorded in Liber J. M. T. No. 107, folio 122.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

$736.95 Deals Island, Maryland

April 14, 1934.

For value received, I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Washington, D. C., the sum of $736.95, with interest at the rate of 5 per centum

per annum on the unpaid balance, and said principal and interest shall be payable $5.84 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of $3.07 monthly from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of this note and the instruments securing the same are promptly met, and thereafter the monthly payment shall be $6.81 per month, to be applied first to interest on theunpaid balance and the remainder to principal until said debt is paid in full.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law, I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and, I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and herevy authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and notice of demand, protest, and nonpayment.

Given under the hand and seal of each party.

Omar Donald (SEAL)
Deals Island, Maryland.

Eugenia Donalds (SEAL)
Deals Island, Maryland.

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, as principal and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND DOLLARS ($1,000.00), 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, administrators, executors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 3rd day of June, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under the power of sale contained in a mortgage from Omar Donalds and wife to Home Owners Loan Corporation, dated April 14, 1934, recorded among the Land Records of Somerset County in Liber J. M. T. 107 folio 122, the said Harry C.

Dashiell, assignee for foreclosure, is about to sell the land and premises described in the said mortgage, default having been made in the payment of the debt therein specified, and the condition and the covenants therein contained.

The condition of this obligation is such that if the above bounden Harry C. Dashiell 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.

In testimony whereof, the said Harry C. Dashiell, has hereunto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized attorney in fact, the day and year first above written.

James R. Stewart — Harry C. Dashiell (SEAL)

Signed, sealed and Delivered in the presence of: — CORPORATE SEAL — UNITED STATES FIDELITY & GUARANTY CO.

By H. M. Walters
Attorney-in-fact.

Louise V. Powell

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the sixteenth day of June, nineteen hundred and thirty-seven, 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 Omar Donalds and Eugenia Donalds, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure	No. 5037 Chancery In the Circuit Court for Somerset County, in Equity.

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 Omar Donalds and Eugenia Donalds, his wife, to the Home Owners Loan Corporation, a corporation, dated April fourteenth, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 107 folio 122 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 dondition 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 the said 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bill posted at the Court House door, in Princess Anne, in said County, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said Somerset County, State of Maryland, on Tuesday, the fifteenth day of June, nineteen hundred and thirty seven, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate as follows:

Your assignee offered for sale all that lot of land on Deals Island, in Deals Island Election District, in Somerset County, State of Maryland, bounded on the north by a private road leading

from the County Road to Tangier Sound, on the east by said County Road, on the west by the land formerly owned by the late Susannah Goslee and on the south by the land now or formerly owned by William C. Webster, whereon the said Omar Donalds and wife reside, and containing one-eighth of an acre of land, more or less; and being the same land which was conveyed unto the said Omar Donalds and Eugenia Donalds, his wife, by John W. S. Webster and wife, by deed dated the thirty first day of May, nineteen hundred and thirty and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 100 folio 214 etc. This property is improved by a two story, frame dwelling.

AND your said Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of six hundred and fifty dollars ($650.00), and the said purchaser has complied with the terms of said sale to the satisfaction of the said Assignee.

All of which is respectfully submitted,

Harry C. Dashiell,
ASSIGNEE

State of Maryland, Somerset County, to wit:

I hereby certify that on this 16th day of June, nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 of sales 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 above written.

Eunice Pilchard SEAL OF
Notary Public NOTARY

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 Omar Donalds and Eugenia Donalds, his wife, to the Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	No. 5037 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 16th day of July, nineteen hundred and thirty seven; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 14th day of July, nineteen hundred and thirty seven.

The report states the amount of sales to be $650.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the seventeenth day of June, in the year nineteen hundred and thirty-seven, 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 Omar Donalds and Eugenia Donalds, his wife, to Home Owners Loan Corporation, and assigned etc.	)	No. 5037 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 17th day of June, nineteen hundred and thirty seven, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, 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.

AND it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the within cause, since it appears that Harry C. Dashiell the regular Auditor of this Court is the Solicitor for the Complainant 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 Jawes, Clerk.

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In the matter of the tax sale of real estate in Smith's Island Election District, Somerset County, Maryland, assessed to Major A. Evans for 1931 and 1932, made and reported by Carlos Bozman, 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 seventeenth day of February, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for Smith's Island Election

District, of Somerset County for the years 1931 and 1932, 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 Smith's Island Election District, Somerset County, Maryland, assessed to Major A. Evans for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 5002 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes therefor, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of Somerset County, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said county, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to Major A. Evans in Smith's Island Election District, Somerset County, Maryland, the sum of two dollars and sixty-three cents state taxes, and eighteen dollars and thirty-seven cents county taxes, and that said taxes were due and in arrears on January 1, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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 ascertain 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 levy, with interest, said taxes would be collected by law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer of said County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 district 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 Commissioners did levy upon the property assessed to Major A. Evans in Smith's Island Election District, said Somerset County, the sum of two dollars and sixty-three cents state taxes, and sixteen dollars and eighty cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Major A. Evans in Smith's Island Election District, Somerset County, Maryland, and the said Carlos Bozman, 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 the judgement of the said Treasurer, 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 sales, and also by notice set up at the Court House door in said county, giving notice of the time, place, manner and terms of sale, the years for which said taxes were due and to whom the property was assessed, and the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Wednesday, December 11th, 1935, at or about thehour 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 assessed to Major A. Evans, in Smith's Island Election District, Somerset County, Maryland, described as follows:

No. 47. All that lot in Smith's Island Election District, Somerset County, Maryland, size 121 by 115 ft., in Ewell, adjoining the lands of A. T. Evans, N. L. Evans and the M. E. Church and Camp Ground, and assessed to Major A. Evans for 1926, 1927, 1928, 192, 1930, 1931 and 1932, and sold for taxes due for said years", and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest bidder therefor, at and for the sum of two hundred and seven dollars and sixty-nine cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings thereunder to this Court for ratification.

Carlos Bozman

County Treasurer.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 16th day of February, 1937, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

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 Wednesday, December 11th, 1935, 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 Smith's Island Election District, and one lot of land in Lawson's Election District, marked No. A., 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. 47. All that lot size 121 ft. by 115 ft., and improvements, in Ewell, adjoining the lands of A. T. Evans, N. L. Evans and the M. E. Church and Camp Ground, and assessed to Major A. Evans for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman

County Treasurer, Somerset County.

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 Smith's Island Election District, Somerset County, Maryland, assessed to Major A. Evans for the years 1926 to 1932, inclusive, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 5002 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	)	

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on December 11th, 1935, of land in Smith's Island Election District, Somerset County, Maryland, size 121 ft. by 65 ft. in Ewell, adjoining the lands of A. T. Evans, N. L. Evans and the M. E.

Church and Camp Ground, and assessed to Major A. Evans for the years 1926 to 1932, inclusive, made to the County Commissioners of Somerset County, Maryland, for the sum of two hundred and seven dollars and sixty-nine cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and ti appearing that the provisions of law in relation thereto have been complied with;

It is thereupon this 17th day of February, 1937, 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 22d of March, 1937, warning all persons interest in said property to be and appear in this Court in person or by solicitor on or before the 20th of April, 1937, 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 $207.69.

James M. Crockett, Judge.

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

It haveing 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this fourth day of August, 1937, 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 Tawes, Clerk.

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In the matter of the tax sale of real estate in Smith's Island Election District, Somerset County, Maryland, assessed to John H. Hoffman, for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 5003 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, Treasurer of Somerset County, Maryland, and Collector of state and county taxes therefor, respectfully represents:

That on the 29th of June, 1931, the County Commissioners of Somerset County, Maryland, made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy Harry E. Muir, then Treasurer of said County, in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 Commissioners did levy upon the property assessed to John H.

Hoffman in Smith's Island Election District, Somerset County, Maryland, the sum of one dollars and nineteen cents state taxes, and eight dollars and thirty-one cents county taxes, and that said taxes were due and in arrears on January 1, 1932;

That in the month of August, 1931, the said Harry E. Muir, then 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 E. Muir, then 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 levy, with interest, said taxes would be collected by law;

That on the 30th of June, 1932, the said 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 E. Muir, then Treasurer of said County in pursuance of his duties as Clerk to said Commissioners, made a true copy of the assessment list for said county in books supplied by said Commissioners for 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 district 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 Commissioners did levy upon the property assessed to John H. Hoffman in Smith's Island Election District, said Somerset County, the sum of one dollars and nineteen cents state taxes, and seven dollars and sixty cents county taxes, and that said taxes were due and in arrears on January 1st, 1933;

That in the month of August, 1932, the said Harry E. Muir, then 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 E. Muir, then 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, 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, said taxes would be collected by process of law;

That the said state and county taxes for the years 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said John H. Hoffman in Smith's Island Election District, Somerset County, Maryland, and the said Carlos Bozman, 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 the judgement of the said Treasurer, 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 said county, giving notice of the time, place, manner and terms of sale, the years for which said taxes were due and to whom the property was assessed, and the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Wednesday, December 11th, 1935, 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 assessed to John H. Hoffman, in Smith's Island Election District, Somerset County, Maryland, described as follows:

No. 64. All that lot size 80 ft. by 90 ft., and improvements, at Tylerton, on the Creek, adjoining the lands of W. A. Evans, and assessed to John H. Hoffman, for 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years", and sold the same to the County Commissioners of Somerset County, Maryland, they being the highest and best bidder therefor, at and for the sum of two hundred and three dollars and forty-two cents, now fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked Exhibit A.

And the said Carlos Bozman, Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings thereunder to this Court for ratification.

Carlos Bozman
County Treasurer.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 16th day of February, 1937, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, 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.

R. Mark White, J. P.

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 Wednesday, December 11th, 1935, 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 Smith's Island Election District, and one lot of land in Lawson's Election District, marked No. 2., 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. 64. All that lot in Smith's Island Election District, Somerset County, Maryland, size 80 ft. by 90 ft., and improvements, at Tylerton, adjoining the lands of W. A. Evans, and assessed to John H. Hoffman, for 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,
County Treasurer, Somerset County.

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 Smith's Island Election District, Somerset County, Maryland, assessed to John H. Hoffman for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and County taxes for said Somerset County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 5003 Chancery In the Circuit Court for Somerset County, Maryland.

The annexed and foregoing report of the proceedings of Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on December 11th, 1935, of land in Smith's Island Election District, Somerset County, Maryland, size 80 feet by 90 feet and improvements, at Tylerton, on the creek, adjoining the lands of W. A. Evans, and assessed to John F. Hoffman for the years 1923 to 1932, inclusive, made to the County Commissioners of Somerset County, Maryland, for the sum of two hundred and three dollars and forty-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 17th day of February, 1937, 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 22d of March,1937, warning all persons interested in said property to be and appear in this Court in person or by solicitor on or before the 20th of April, 1937, 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 $203.42.

James M. Crockett,

Judge.

And now at this day to wit, on the fourth day of August, in the year nineteen hundred and thirty-seven, comes again into Court here the said Collector by his solicitor aforesaid, and on motion of the said Collector by his solicitor aforesaid 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 hereto 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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this fourth day of August, 1937, 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 Jones, Clerk.

""

HARRY C. DASHIELL, ASSIGNEE EX PARTE Under power in a mortgage from Frank Daniel and Jeanette Daniel, his wife, to Home Owners Loan Corporation, and assigned to Harry C. Dashiell for collection and foreclosure	Be it remembered that heretofore to wit, on the ninth day of June, in the year nineteen hundred and thirty-seven, 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 Home Owners' Loan Corporation, by a certain Frank Daniel and Jeanette Daniel, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this fifth day of July, 1934, by and between Frank Daniel and Jeanette Daniel, his wife, of Wenona, Somerset County, State of Maryland, Mortgagors, and HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of one thousand & 00/100 Dollars, in consideration whereof and for value received the Mortgagors have made and passed unto the Mortgagee their joint and several promissory note of even date herewith for said sum of one thousand & 00/100 Dollars, with interest to accrue thereon at the rate of 5 per centum per annum, which sum with interest the Mortgagors hereby covenant to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $7.91 accounting from the date hereof, to be applied, first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. With privilege to the Mortgagors to prepay said mortgage debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and

WHEREAS, it is agreed by the parties hereto that said note provides that time is of the essence of this contract and that in the event of default in payment of any instalment for a period of Ninety (90) days the holder of said note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time; and that in the event of default in payment, and if the same is collected by an attorney at law, the Mortgagors agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagors are desirous of securing the prompt payment of said mortgage debt, with interest as aforesaid, and in the instalments are hereinbefore provided, and the performance of the other covenants herein and in said note contained, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and of the sum of ONE DOLLAR and other valuable considerations the Mortgagors do hereby grant and convey unto the said Mortgagee, its successors and assigns, all that lot of ground situate in Somerset county, State of Maryland, and described as follows, that is to say:

All that lot or parcel of land on Deals Island, Somerset County, Maryland, on which the Wenona School stood, and beginning at a bounder set up on the divisional line between the lands formerly belonging to Travis Daniels and to Denwood Evans, and at the west side of the public road; thence with said publis road north 4 degrees 30 minutes east 3.4 rods; thence north 80 degrees west 5 rods; thence south 4 degrees 30 minutes west 9.6 rods; thence south 84 degrees east 2.8 rods to said divisional line and thence with said line north 24 degrees 45 minutes east 6.2 rods to the place of beginning, laid out for ¼ of an acre of arable land.

Being the same land as conveyed from Zackariah Windsor and Edith Windsor, his wife, unto said Frank Daniel, by deed dated September 23, 1929, and recorded in Somerset County Land Record Liber G. W. L. No. 99, folio 237.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, together with all heating, plumbing and lighting fixtures and appliances now affixed to and being part of the realty.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Home Owners' Loan Corporation, its successors and assigns, in fee simple.

It is agreed by the parties hereto that wherever there is a reference in this mortgage to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

PROVIDED that if the Mortgagors shall pay or cause to be paid the aforesaid debt and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

It is agreed that, until default be made in the premises, but not thereafter, the Mortgagors shall possess the said property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest the Mortgagors do hereby covenant to pay when legally demandable, and the Mortgagors do further covenant and agree that they shall, whenever called upon by the Mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on said property, to the Mortgagee, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per centum per annum.

The Mortgagors covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, because of the failure on the part of the Mortgagors to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other contingencies, under a mortgage clause in the form approved by the Mortgagee, with insurers and to an amount approved by the Mortgagee, as a further security for said debt, and assign and deliver to the Mortgagee, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right hereunder. Upon the failure of the Mortgagors to procure and maintain insurance as above covenanted, said Mortgagee may effect such insurance, and every such payment shall bear interest from date at the rate of six per centum per annum.

The Mortgagors covenant to commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions, and covenants in said note and in this mortgage set forth and further covenant to keep the premises hereby mortgaged in good tenantable repair in the judgment of the Mortgagee, any failure to make such repairs to constitute a default hereunder.

The Mortgagors hereby assign to the Mortgagee all rents accruing on said premises and authorize said Mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagors, and to deduct from such

rents all cost of collection and administration and to apply the remainder of the same on the debt hereby secured.

All cash advances made by the Mortgagee hereunder subsequent to the closing of the loan, covenanted to be paid by the Mortgagors, shall be fully secured by this instrument, shall be payable upon demand and shall bear interest at the rate of Six (6) per centum per annum. It is agreed that in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, may, without notice to the Mortgagors deal with such successor or successors in interest with reference to thismortgage and the debt hereby secured in the same manner as with the Mortgagors without in any way vitiating or discharging the Mortgagors' liability hereunder or upon the debt hereby secured. No sale of said premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of said debt given by the Mortgagee shall operate to release, discharge modify, change or affect the original liability of the Mortgagors herein either in whole or in part.

The Mortgagors bind themselves not to erect or permit to be erected any new buildings on said premises or to add to or permit to be added to any of the existing improvements thereon without the written consent of the Mortgagee, and in the event of any violation or attempt to violate this stipulation said note and this mortgage shall immediately become due and collectible at the option of the Mortgagee.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any junior mortgage should be institutued or any junior lien of any kind should be enforced, the Mortgagee may at its option immediately declare this mortgage and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

In case of any default being made in the payment of said mortgage debt or the interest thereonto accrue in any part or either of them, at the time limited for the payment of the same, and said defautl shall continue for Ninety days, or in default of any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable at the option of the Mortgagee and it shall be lawful for the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, at any time after such default to sell the mortgaged property or so much thereof as may be necessary, to satisfy and pay said debt, interest charges and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) and to grant and convey said property to the purchaser or purchasers thereof, his,her or their heirs, personal representatives or assigns, and which sale shall be made in the manner following, viz., upon giving twenty days' notice of the time,place, manner and terms of sale, in a newspaper printedin Somerset County, and such other notice as by the Mortgagee or its assigns, may be deemed expedient; and in the event of a sale of said property under the assent to decree or 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 (25) Dollars, and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decreeof a court having equity jurisdiction in the State of Maryland; secondly; to the payment of all claims of the Mortgagee under this mortgage, whether the same shall have matured or not, and the surplus (if any) shall be paid to the Mortgagors, or to whomever may be entitled thereto.

The Mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, or under the

the assent to decree as hereinbefore set forth, 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 debt, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagors do hereby covenant to pay and the Mortgagee or its assigns, or John I. Rowe and G. Elbert Marshall, or either of them, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the Mortgagors further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

Test: Frank Daniel (SEAL)

M. Virginia Wood. Jeanette Daniel (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, that on this fifth day of July, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Frank Daniel and Jeanette Daniel, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared L. Roy Willis, Agent of said Mortgagee, and made oath that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the Agent of said Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

M. Virginia Wood SEAL OF

Notary Public NOTARY

My commission expires the sixth day of May, 1935.

Received for Record July 17th, 1934, and recorded in Liber J. M. T. No. 107, folio 236, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owenrs' Loan Corporation hereby assigns the within mortgage unto Harry C. Dashiell, Esquire, for the purpose of collection and foreclosure.

AS WITNESS, the seal of said Corporation and the hand of Charles B. Lyddane, duly authorized, its Regional Treasurer, this 1st day of June, 1937.

WITNESS: Edward C. Golder Chas. B. Lyddane CORPORATE

Regional Treasurer SEAL

Filed for Record 9th June, 1937, and recorded in Liber J. M. T. No. 107, folio 236,

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

$1000.00 Wenona, Maryland.

July 5, 1934.

For value received I, or we, promise to pay to the order of Home Owners' Loan Corporation at its office in Washington, D. C., the sum of $1000.00, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $7.91 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety days the holder ofthis note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum. In the event of default in payment of this note and if the same is collected by an attorney at law I, or we, agree to pay all costs of collection, including a reasonable attorney's fee, not exceeding 10%.

I, or we, and each of us, whether principal, security, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, severally hereby waive any homestead or exemption rights as against this debt, and constitute Home Owners' Loan Corporation or the holder of this note as our attorney in fact in case of bankruptcy to claim any and all homestead or exemptions allowed by law, and do hereby severally transfer and assign to the holder of this note any and all homestead and exemption rights to which we, or either of us, may be entitled, and, I, or we, hereby direct any trustee in bankruptcy to transfer to said attorney in fact any homestead or exemption rights and hereby authorize said attorney in fact to sell said homestead or exemption rights at public or private sale, with or without notice, and apply the proceeds of said sale first toward the payment of this note, and any balance to the party for whose benefit said homestead or exemption rights are set apart. I, or we, hereby waive the benefit of any valuation or appraisement laws of this State. I, or we, each further waive demand, protest, and nonpayment.

Given under the hand and seal of each party.

Frank Daniel (SEAL)
Wenona, Maryland.

Jeanette Daniel (SEAL)
Wenona, Maryland.

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 as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation, with its principal office in the City of Baltimore, State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00), 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, administrators, executors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this Twenty-first day of June, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Frank Daniel and wife to Home Owners Loan Corporation, dated July 5, 1934, recorded among the Land Records of Somerset County in Liber J. M. T. No. 108 folio 236, the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

THE CONDITION of this obligation is such that if the above bounden Harry C. Dashiell shall and does 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 said 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.

In Testimony whereof, the said Harry C. Dashiell has hereunto set his hand and seal and the

said body corporation has caused these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Harry C. Dashiell (SEAL)

Signed, sealed and delivered in the presence of: CORPORATE SEAL

UNITED STATES FIDELITY AND GUARANTY CO.

Louise V. Powell

By H. M. Walters
Attorney-in-Fact.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventh day of July, nineteen hundred and thirty-seven, 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	)
	) No. 5045 Chancery
Under power in a mortgage from Frank Daniel and Jeanette Daniel, his wife, to the Home Owners Loan Corporation, assigned by Home Owners Loan Corporation for collection and foreclosure	) In the Circuit Court) for Somerset County,) in Equity.
	)

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 Frank Daniel and Jeanette Daniel, his wife, to the Home Owners Loan Corporation, dated the fifth day of July, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County in Liber J. M. T. No. 107 folio 236 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 the said Court, or 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 weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale and by hand bills posted at the Court House door in Princess Anne, in said Somerset County, State of Maryland, on Tuesday, the sixth day of July, nineteen hundred and thirty seven, at the hour of two o'clock P. M., and then and there proceed to sell said real estate, as follows:

Your assignee offered for sale all that lot of land on Deals Island, in Deals Island Election District, in Somerset County, Maryland, on which the Wenona School House formerly stood, and where Frank Daniel and wife reside, lying and binding on the west side of the county road leading to Wenona, adjoining the lands of Chas. Franklin Abbott, Marion Collier and Denwood W. White, containing one-quarter of an acre, more or less; and being the same land which was conveyed to the said Frank Daniel by Zachariah Windsor and wife, by deed dated September twenty-third, nineteen hundred and twenty nine, and recorded among the land records aforesaid in Liber G. W. L. No. 99 folio 237 etc. This property is improved by a four room, frame bungalow.

And your Assignee sold said real estate to the Home Owners Loan Corporation, a body corporate, it being the highest and best bidder therefor, at and for the sum of nine hundred dollars ($900.00), and the said purchaser has complied with the terms of the said sale to the satisfaction of your said Assignee.

All of which is respectfully submitted.

Harry C. Dashiell
ASSIGNEE

Stateof Maryland, Somerset County, to wit:

I hereby certify, that on this 7th day of July, in the year nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 as stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Eunice Pilchard SEAL OF
Notary Public NOTARY

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 Frank Daniel and Jeanette Daniel, his wife, to the Home Owners Loan Corporation, a corporation, and assigned by the Home Owners Loan Corporation to Harry C. Dashiell, for collection and foreclosure	)	No. 5045 Chancery In the Circuit Court for Somerset County, In Equity.

ORDERED, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary be shown on or before the 7th day of August, 1937; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 4th day of August, nineteen hundred and thirty seven.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 11th day of August, nineteen hundred and thirty-seven, 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 Frank Daniel and Jeanette Daniel, his wife, to the Home Owners Loan Corporation, and assigned etc.	)	No. 5045 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 11th day of August, nineteen hundred and thirty seven, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell, 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 the been given as required by the order nisi passed in said cause. And it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the within mentioned 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 C. R. Kelly and wife	Be it remembered that heretofore to wit, on the twenty-third day of June, in the year nineteen hundred and thirty-seven, 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 Henry J. Waters, trustee, by a certain Amanda J. Kelley and Charles R. Kelley her husband, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 5th day of February, in the year nineteen hundred and twelve, by us, Amanda J. Kelley and Charles R. Kelley, her husband, of Somerset County, Maryland, witnesseth that for and in consideration of the sum of Four Hundred dollars now owing from us the said Amanda J. Kelly and Charles R. Kelley her husband to Henry J. Waters, trustee of the trust estate created under the last will and testament of Margaret Nichols, deceased, as evidenced by the joint bill obligatory of the said Amanda J. Kelley and Charles R. Kelley, her husband, to the said Henry J. Waters, trustee, aforesaid for the said principal sum of Four Hundred Dollars, with interest thereon payable semi-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 Henry J. Waters, trustee, of the trust estate created under the last will and testament of Margaret Nichols, deceased, the following tracts or parcels of land as follows, to wit: First, all that tract or parcel of land lying and being situate in East Princess Anne District, in Somerset County, Maryland, and known as the "W. W. Powell farm and being all of the same farm known as the W. W. Powell, except so much thereof as was conveyed unto John T. Peterman by these grantors by deed bearing even date herewith, and a part of the same which was conveyed unto the said Amanda J. Kelley by Henry J. Waters, trustee by deed dated on the 11th day of August, in the year 1909, 2nd, All that lot or parcel of land adjoining the first above mentioned tract of land and situate in East Princess Anne District and on north side of county road, leading from Princess Anne to Snow Hill and containing 25 acres of land, more or less, and the same which was conveyed to the said Charles R. Kelley by John W. Briddell and wife by deed dated on November 26th, 1897, and recorded among the Land Recods of Somerset County, Maryland, in Liber O. T. B. No. 22, folio 254. The first tract or parcel of land hereby conveyed containing 92 acres of land, more or less, and is a part of the same land which was conveyed unto the said Amanda J. Kelley by Henry J. Waters, trustee, by deed dated on the 11th day of August, 1909, and recorded among the said Land Records in Liber S. F. D. No. 52, folio 356.

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 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 Mortgagor shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Amanda J. Kelley and Charles R. Kelley, 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 pay-

ment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and is shall be lawful for the said Mortgagee his personal representatives or assigns, or 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 _____ 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, 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 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 becalculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Four Hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his 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 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. Lyond. Amanda J. Kelley (SEAL)

Charles R. Kelley (SEAL)

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 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 Amanda J. Kelley and Charles R. Kelley, 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, trustee, 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 has not required the mortgagors, their Agent or Attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

Emanuel B. Lyons, J. P.

Received for record 26th Feby. 1912, and recorded in Liber S. F. D. No. 61 folio 12&c, one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

For value received I hereby assign the within mortgage to L. Creston Beauchamp, trustee of Margaret Nichols, appointed by the Court to succeed Henry J. Waters, trustee, deceased.

Witness my hand and seal this 4 day of May, 1937.

Test: Emily B. Waters (SEAL)

P. C. Wilson Waters. Administratrix, Henry J. Waters

Filed for Record May 6th, 1937, and recorded in Liber S. F. D. No. 61, folio 13.

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 the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of fifteen hundred dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this sixth of May, nineteen hundred and thirty-seven.

WHEREAS, by mortgage dated the fifth of February, 1912, recorded among the land records of said Somerset County in Liber S. F. D. No. 61, folio 12, a certain Amanda J. Kelley and Charles R. Kelly, her husband, conveyed to Henry J. Waters, trustee of Margaret Nichols Estate, certain real estate in said county, and whereas said mortgage has been assigned to L. Creston Beauchamp, the present trustee of Margaret Nichols Estate, by assignment duly recorded, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell the 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 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 thereof, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principal

Test: THE MARYLAND CASUALTY COMPANY

James R. Stewart. CORPORATE by

SEAL L. C. Beauchamp
Agent.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-third day of June, in the year nineteen hundred and thirty-seven, the said Assignee exhibited and filed in the Circuit Court here a report of sales, with

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

L. Creston Beauchamp, Ex parte	)	No. 5034 Chancery
Trust under mortgage from C. Rome Kelly and wife	)	In the Circuit Court for
	)	Somerset County, Maryland.

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

The report of L. Creston Beauchamp, trustee as hefeinafter set forth, witnesseth, that by mortgage dated February 5th, 1912, recorded among the land records of said Somerset County in Liber S. F. D. No. 61, folio 12, Charles R. Kelley and Amanda J. Kelley, his wife, conveyed certain real estate therein described to Henry J. Waters, trustee of Margaret Nichols estate, and by assignment duly recorded among said land records Emily B. Waters, administratrix of Henry J. Waters, deceased, assigned by said mortgage to the said L. Creston Beauchamp, trustee of Margaret Nichols estate; and that by virtue of the power and authority contain in said mortgage, after default had occured under the terms and conditions therein, and after having given bond with approved security, as required by law, and after having given notice of the time, place and terms of sale by advertisement in the Marylander and Herald, a newspaper published in said Somerset County, once in each of three successive weeks before the day of sale, he, the said L. Creston Beauchamp, trustee as aforesaid, pursuant to said advertisement, did attend at the Court House door in Princess Anne, Maryland, on the 1st day of June, 1937, at the hour of two o'clock P. M., and then and there proceed to sell at public auction the said mortgaged property, to wit:

1. He first offered all that tract of land in East Princess Anne Election District, Somerset County, Maryland, on the south side of the county road leading from Princess Anne to Snow Hill, known as a part of the W. W. Powell farm, and containing 59 acres, more or less; the land conveyed being the same and all the land which was conveyed to Amanda J. Kelley by H. J. Waters, trustee by deed dated August 11th, 1909, recorded among said land records in Liber S. F. D. No. 56, folio 356, except so much thereof as was conveyed by said Amanda J. Kelley and husband to John T. Peterman by deed dated February 5th, 1912, recorded among said land records, and improved by a dwelling and outbuildings, and received as the highest bid therefor the sum of four hundred and fifty dollars, which bid was reserved by the auctioneer;

2. He next offered all that tract of land in said Election District, county and state, adjoining the first described tract and on the south side of the said county road, and containing 25 acres, more or less, which was conveyed to the said Charles R. Kelly by John W. Briddell and wife by deed dated November 26th, 1897, recorded among said land records in Liber O. T. B. No. 22, folio 254, and improved by growing timber, and received as the highest bid therefor the sum of two hundred dollars, which bid was reserved;

He then offered the two tract of land jointly and received as the highest bid therefor the sum of eight hundred and twenty-five dollars from L. Paul Ewell, of Worcester County, Maryland, and sold the same to the said L. Paul Ewell at and for said sum, and the said purchaser has complied with the terms of sale by paying cash therefor.

And your trustee further reports that he has distributed the said proceeds of said as follows:

To whole amount of sale			$ 825.00
To advertising sale & order nisi		$ 29.00	
To State and county taxes, 23-36		279.09	
To Clerk's costs		21.00	
To Auctioneer and Bond premium		12.00	
To Commissions, per Chancery Rule		61.50	402.59
			422.41
To Mortgage debt	$ 400.00		
Interest to sale	104.00		504.00
Balance duemortgagee			81.56

Respectfully submitted,

L. Creston Beauchamp,
Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23rd day of June, 1937, before me, the subscriber, the Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the trustee named in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true as therein setforth, to the best of his knowledge and belief, and that the sale and the distribution of proceeds therefrom, were fairly made.

J. Millard Tawes
Clerk Circuit Court.

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

L. Creston Beauchamp, Ex parte	)	No. 5034 Chancery
Trust created by mortgage from Charles R. Kelly and wife	)	In the Circuit Court for
	)	Somerset County, Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 23rd day of June, 1937, that the foregoing report of sale of L. Creston Beauchamp, trustee mentioned in said report, and the sale of real estate by him reported and the distribution of 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 28th day of July, 1937; 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 26th day of July, 1937.

The report states the amount of sale to be $825.00.

J. Millard Tawes,

And now at this day to wit, on the 11th day of August, in the year nineteen hundred and thirty-seven, 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. 5034 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 11th dayof August, 1937, 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.

"""

Clarence P. Lankford, Ex parte,	)
Trust created by mortgage from Alfred C. Justice and Minnie Justice, his wife, to the "Bank of Crisfield", a body corporate	)

Be it remembered that heretofore to wit, on the twenty-fifth day of May, in the year nineteen hundred and thirty-seven, 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 Alfred C. Justice and Minnie Justice of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 21st day of March, in the year nineteen hundred and thirty-one, by Alfred C. Justice and Minnie Justice, his wife, of Somerset County, in the State of Maryland.

Whereas, the said Alfred C. Justice and Minnie Justice, his wife, have this day borrowed from the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, the sum of TWENTY-FIVE HUNDRED DOLLARS ($2,500.00), and have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of TWENTY-FIVE HUNDRED DOLLARS ($2,500.00), dated evenly herewith, payable to the said the "Bank of Crisfield", a body corporate as aforesaid, two years after date, with interest from date, which said interest is to be paid semi-annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said Alfred C. Justice and Minnie Justice, his wife, have agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises the said Alfred C. Justice and Minnie Justice, his wife, have granted and by these presents do grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all those lots or parcels of land, situate, lying and being in Lawson's District, Somerset County, in the State of Maryland, and described as follows, that is to say, (FIRST), All that lot or parcel of land in said Lawson's District, County and State aforesaid, on the North side of the County Road leading from Ward's Crossing to Mariners Methodist Protestant Church, fronting one hundred and twenty feet on said County Road, being the same and all the real estate and premises conveyed unto the said Alfred C. Justice (under the name of Albert C. Justice) by Elliott Ward and wife by deed bearing date the seventeenth day of April, in the year nineteen hundred and eleven, and recorded among the Land Records of said Somerset County in Liber S. F. D. No. 57 folio 215 etc, except so much thereof as was conveyed by the said Alfred C. Justice and wife to John T. Wessels by deed bearing date the ninth day of January, inthe year nineteen hundred and seventeen and recorded among the said Land Records in Liber W. J. S. No. 71, folio 460 etc, (SECOND), All that lot or parcel of land in said Lawson's District, County and State aforesaid, on the North side of the aforesaid County Road, fronting seventy-nine feet on said County Road, being the same and all the real estate and premises conveyed unto the said Alfred C. Justice (under the name of Albert C. Justice) by Elliott Ward and wife, and Leady W. Hinman and Lydia V. Hinman, his wife, by deed bearing date the thirtieth day of April, in the year nineteen hundred and fourteen, and recorded among said Land Records in Liber W. J. S. No. 66, folio 351 etc, and (THIRD), All that lot or parcel of land in said Lawson's District, County and State aforesaid, on the North side of the aforesaid County Road, fronting sixty feet on said County Road,being the same and all the real estate and premises conveyed unto the said Alfred C. Justice by John T. Wessels and wife by deed bearing date the fifteenth day of May, in the year nineteen hundred and nineteen, and recorded among the said Land Records in Liber W. J. S. No. 78 folio 224 etc, and is also all the real estate conveyed unto the said John T. Wessels by the said Alfred C. Justice and wife by the aforesaid deed bearing date the ninth day of January, in the year nineteen hundred and seventeen, and recorded among said Land Records in Liber W. J. S. No. 71, folio 460 etc, to which said deeds and records special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Alfred C. Justice and Minnie Justice, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or Clarence P. Lankford, its and their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

sured 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: Alfred C. Justice his x mark (SEAL)

Myrtle V. Gorsuch. Minnie Justice (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 21st day of March, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alfred C. Justice and Minnie Justice, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, president of the "Bank of Crisfield", mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Myrtle V. Gorsuch SEAL OF
Notary Public NOTARY

Received for Record March 23rd, 1931, and recorded in Liber G. W. L. No. 98, folio 536, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

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

Know all men by these presents, that we, Clarence P. Lankford, principal, and J. Coyne Sterling, and A. Wellington Tawes, sureties, all of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of May, in the year nineteen hundred and thirty-seven.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from Alfred C. Justice and Minnie Justice, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, dated the twenty-first day of March, in the year nineteen hundred and thirty-one, and recorded among the Land Records of Somerset County in Liber G. W. L. No. 98 folio 536 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 of the above bounden, Clarence P. Lankford, do and shall well and faithfully perform the trust reposed in him by said mortgage, and shall abide by and 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.

July Term, 1937.

Witness: Clarence P. Lankford (SEAL)

F. Doyle Tyler. J. Coyne Sterling (SEAL)

A. Wellington Tawes (SEAL)

Which said bond was thus thereon endorsed, to wit:

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

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex parte,	)	No. 5038 Chancery
Trust created by mortgage from Alfred C. Justice and Minnie Justice, his wife, to the "Bank of Crisfield", a body corporate	)	In the Circuit Court for Somerset County.
	)	

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

The report of Clarence P. Lankford, Attorney named in a mortgage from Alfred T. Justice and Minnie Justice, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the twenty-first day of March, 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 536 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 twelfth day of June, in the year nimeteen hundred and thirty-seven, 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 those lots or parcels of land, with the improvements thereon, situate, lying and being in Lawson's District, Somerset County, in the State of Maryland, and described as follows,(FIRST), All that lot or parcel of land on the North side of the County Road leading from Ward's Crossing to Mariners Methodist Protestant Church, fronting one hundred and twenty feet on said County Road, being the same and all the real estate and premises conveyed unto the said Alfred C. Justice (under the name of Albert C. Justice) by Elliott Ward and wife by deed bearing date the seventeenth day of April, in the year nineteen hundred and eleven, and recorded among the said Land Records in Liber S. F. D. No. 57 folio 215 etc, except so much thereof as was conveyed by the said Alfred C. Justice and wife to John T. Wessels by deed bearing date the ninth day of January, nineteen hundred and seventeen, and recorded among said Land Records in Liber W. J. S. No. 71 folio 460 etc, (SECOND) all that lot or parcel of land in Lawson's District, County and State aforesaid, on the North side of the aforesaid County Road, fronting seventy-nine feet on said County Road, being the same and all the real estate and premises conveyed unto the said Alfred C. Justice (under the name of Albert C. Justice) by Elliott Ward and wife and Leady W. Hinman and Lydia V. Hinman, his wife by deed bearing date the thirtieth day of April, nineteen hundred and fourteen, and recorded among said Land Records in Liber W. J. S. No. 66 folio 351 etc, and (THIRD), all that

lot or parcel of land in said Lawson's District, County and State aforesaid, on the North side of the aforesaid county road, fronting sixty feet on said County Road, being the same and all the real estate and premises conveyed unto the said Alfred C. Justice by John T. Wessels and wife by deed bearing date the fifteenth day of May, nineteen hundred and nineteen, and recorded among said Land Records in Liber W. J. S. No. 78, folio 224, etc, and is also all the real estate and premises conveyed unto the said John T. Wessels by the said Alfred T. Justice and wife by the aforesaid deed bearing date the nineth day of January, nineteen hundred and seventeen, and recorded among said Land Records in Liber W. J. S. No. 71, folio 460 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, at and for the sum of Two Thousand Dollars ($2,000.00), all of which has been paid in cash.

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

By whole amount of sales		$ 2,000.00
To costs and expenses:		
State and County taxes for 1933, 1934, 1935 and 1936	$ 64.34	
Advertising sale and order nisi	25.00	
Auctioneer	3.00	
Insurance permits	2.00	
Clerk's costs, including record	10.50	
Solicitor	10.00	
Commissions	120.00	
Balance of this fund to the Bank of Crisfield, mortgagee, per mortgage filed inthis cause	1,765.16	2,000.00

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

Respectfully submitted,

Clarence P. Lankford

Attorney named in said mortgage.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 22nd day of June, in the year nineteen hundred and thirty-seven, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Clarence P. Lankford, attorney named in the above report of sales, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex parte	)	No. 5038 Chancery
Trust created by mortgage from Alfred C. Justice and Minnie Justice, his wife, to the "Bank of Crisfield", a body corporate	)	In the Circuit Court for
	)	Somerset County.
	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 22d day of June, nineteen hundred and thirty-seven, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from Alfred C. Justice and Minnie Justice, 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 23d day of July next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks

July Term, 1937.

before the 21st day of July next.

The report states the amount of sales to be $2,000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 11th day of August, in the year nineteen hundred and thirty-seven, 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	)	No. 5038 Chancery
Trust created by mortgage from Alfred C. Justice and Minnie Justice, his wife, to the "Bank of Crisfield", a body corporate	)	In the Circuit Court for Somerset County.

Ordered by the Circuit Court for Somerset County, Maryland, this 11th day of August, nineteen hundred and thirty-seven, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, attorney named in a mortgage from Alfred C. Justice and Minnie Justice, his wife, to the "Bank of Crisfield", a body corporate, and the distribution of the proceeds thereof be 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 Tawes, Clerk.

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Edgar A. Jones, Assignee, Ex parte	)	Be it remembered that heretofore to wit, on the
Under power in a mortgage from George and Mary Boston to Jesse H. Johnson	)	seventeenth day of June, in the year nineteen hundred and thirty-seven, 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 Jesse H. Johnson, by a certain George Boston and Mary Boston, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twentieth day of July, in the year nineteen hundred and twenty-six, by George Boston and Mary Boston, his wife, of Somerset County, State of Maryland, witnesseth:

WHEREAS, the said George Boston and Mary Boston are justly and bona fide indebted unto Jessie H. Johnson of said Somerset County, in the full sum of one thousand dollars, the same being for balance of purchase money for the hereinafter described real estate; and whereas the said George Boston and Mary Boston have given therefor their bill obligatory of even date herewith, for said principal sum, payable to the said Jessie H. Johnson, his personal representatives or assigns, one year after date, with interest from date, to better secure the payment of which said sum andinterest, 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 George Boston and Mary Boston, his wife, do grant and convey unto the said Jessie H. Johnson, his heirs and assigns, all those several lots or parcels of land situate in Brinkleys Election District, in said County, on the South side of the County Road leading from Burnettsville to Marumsco and more particularly described as follows:

(1) All those two lots, one containing four and three eighths acres, more or less, and the other containing three and three eighths acres, more or less, which were conveyed to the

said Jessie H. Johnson by Martin V. Waters, et al, by deed dated April fifth, nineteen hundred and twenty-six, and recorded among the land records of said Somerset County, in Liber W. J. S. No. 93, folio 48, et seq.

(2) All that lot or parcel of land containing thirteen and five eighths acres, more or less, which was conveyed to the said Jessie H. Johnson by Martin V. Waters and wife by deed dated March fifth, nineteen hundred and twenty-six, and recorded as aforesaid in Liber W. J. S. No. 93, folio 50.

The land hereby mortgaged being the same and all of the land that was conveyed to the said George Boston and Mary Boston, his wife, by the said Jessie H. Johnson 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 in them contained, special reference is hereby made as part hereof, for a more full and particular description of the land and premises hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee 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 inthe premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, ofevery 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 Boston and Mary Boston do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or theinterest 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 published in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the same Mortgagor or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagor, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said Mortgagors covenant to pay to the

party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, 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 $400.00 dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: George Boston (SEAL)
her
Aurelia B. Lawson. Mary x Boston (SEAL)
mark

STATE OF MARYLAND, COUNTY, to wit:

I HEREBY CERTIFY, That on this 20th day of July, in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared George Boston and Mary Boston, 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 Jessie H. Johnson, mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal.

Aurelia B. Lawson SEAL OF
Notary Public NOTARY

Received for Record July 28th, 1926, and recorded in Liber W. J. S. No. 89, folio 534, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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 17th day of June 1937.

Witness: Benjamin L. Barnes Jesse H. Johnson (SEAL)

Filed for Record 17th June, 1937, and recorded in Liber W. J. S. No. 89, folio 535.

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, Sally Wat Jones and Jesse H. Johnson, all of Somerset County and the State of Maryland, are held and firmly bound unto the said

State of Maryland, in the full 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 June in the year Nineteen hundred and thirty seven.

Whereas by mortgage dated July 20th, 1926, recorded among the land records of Somerset County in Liber W. J. S. No. 89 folio 534 etc., George Boston and Mary Boston conveyed to Jesse H. Johnson certain raal estate in said Somerset County to secure the payment of the sum therein mentioned.

And whereas by assignment dated June 17th, 1937 the said Jesse H. Johnson assigned the said mortgage to Edgar A. Jones, for the purpose of foreclosure and collection, and whereas the said Edgar A. Jones by virtue of the power and authority contained in said mortgage is authorized upon default to sell the property conveyed by said mortgage and whereas default has occured in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

Now therefore the condition of the above obligation is such, that if the above bounden Edgar A. Jones, do and shall well and faithfully perform the trust reposed in him in and by said mortgage and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation is void, otherwise to be and remain in full force and virtue in law.

Witness: Benjamin L. Barnes

Edgar A. Jones (SEAL)
Sally-Wat Jones (SEAL)
Jesse H. Johnson (SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And whereafter to wit, on the thirteenth day of July, in the year nineteen hundred and thirty-seven, 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	)	No. 5047 Chancery
Under power in a mortgage from George Boston and Mary Boston to Jessie H. Johnson	)	In the Circuit Court for Somerset County, Maryland, in Equity.
	)	

To the Honorable, the Judges of said Court.

The report of Edgar A. Jones, Assignee of a mortgage executed by George Boston and Mary Boston, his wife, to Jessie H. Johnson dated July 20th, 1926, and recorded among the land records of Somerset County in Liber W. J. S. No. 89 folio 534, 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, 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 poster set up at the Court house door in Princess Anne, Maryland, he did pursuant to said notice and advertisement, attend at the Post Office door in Marion Station, on the 12th day of July, 1937, at 10 o'clock A. M., and then and there proceed to sell the property described in said mortgage, to-wit:

All those several lots or parcels of land situate in Brinkley's Election District, Somerset County, Maryland, on the South side of the County road leading from Burnettsville to Marumsco, whereon the said George Boston resided in his lifetime, containing in the aggregate 21 3/8 acres, more or less, being the same lands which were conveyed to Jessie H. Johnson by Martin V. Waters et al by two deeds dated March 5th, 1926 and recorded among the land records of Somerset County in Liber W. J. S. No. 93 folios 48 and 50, and being also the same and all the land which was conveyed to the said George Boston and Mary Boston by the said Jessie H. Johnson and wife by deed dated July 20th, 1926, duly recorded among the land records of Somerset County; and sold the same to Jessie H. Johnson, he being then and there the highest bidder therefor, at and for the sum of six hundred dollars ($600.00) the purchaser has complied with the terms of sale and your assignee has distributed the proceeds of sale as follows:

Total receipts from sale		$ 600.00
To Carlos Bozman, Treasurer for 1937 State and County taxes	$15.38	
To Somerset News, advertising and Order Nisi	16.00	
To J. Millard Tawes, Clerk of the Court, costs	21.00	
To Edwin B. Muir, auctioneer	3.00	
To Assignee for his commissions	46.00	101.38
Balance to be credited on mortgage debt		$498.62
Principal mortgage debt		1000.00
Balance due on mortgage debt		$501.38

Respectfully submitted,

Edgar A. Jones
Assignee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 13th day of July, in the year nineteen hundred and thirty seven, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, Assignee of the mortgage above described and mentioned in the foregoind 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 of the Circuit Court for Somerset County.

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

Order Nisi

Edgar A. Jones, Assignee, Ex parte)	No. 5047 Chancery
Under power in a mortgage from George Boston and Mary Boston to Jesse H. Johnson)	In the Circuit Court for Somerset County, Maryland, in Equity.
)	

Ordered by the Circuit Court for Somerset County 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 16th day of August, 1937, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County, Maryland, once in each of three successive weeks before the 14th day of August, 1937.

The report states the amount of sale to be $600.00.

J. Millard Tawes
Clerk of the Circuit Court for Somerset Co.

And now at this day to wit, on the 18th day of August, in the year nineteen hundred and thirty-seven, comes again into Court here the said Assignee, and on motion of the said Assignee the Court here passed the following order, to wit:

July Term, 1937.

Edgar A. Jones, Assignee, Ex parte	)	No. 5047 Chancery
Under power in a mortgage from George Boston and Mary Boston to Jesse H. Johnson	)	In the Circuit Court for Somerset County, Maryland, in Equity.
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 18th day of August, 1937, that the sale made and reported by Edgar A. Jones, Assignee of the mortgage described and mentioned in the foregoing report of sale, and the distribution of the proceeds of said sale 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 by the Order Nisi.

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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