Adams, Maggie B.	Her land sold under mortgage	351
Anderson, Nathan J. Heirs of	Their land sold under decree	457
Adams, Morris H.	Purchaser of land of George Curtis	484
Armiger, Sadie wife of Edw.	Her land sold under mortgage	583
Annawesset Gun Club	Their land sold for taxes	598

Beauchamp, L Creston, Ex parte	Under power in mortgage from Wm. C. Brewer	1
Brewer, Wm. C + Maggie L	Their land sold under mortgage	1
Bell, James N + Lulu	Their land sold under mortgage	33
Bozman, Edward S.	Purchaser of land of Gertrude M Rowe + husband	41
Beauchamp, L Wesley	His land sold under mortgage	59
Bevins, John + Edith	Their land sold under mortgage	80
Bozman, Edward S	Purchaser of land of Wm S + Anna M. Conn	94
Beauchamp, L Creston, Ex parte	Under power in mortgage from H. K. Whittington	104
Beauchamp, L Creston, Ex parte	Under power in mortgage from Jno W. Jones + wife	109
Beauchamp, L Creston, Ex parte	Under power in mortgage from Bessie M. Lloyd + husband	114
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Frederick T. Webster q.s. for taxes	127
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Jacob J. Webster for taxes	131
Bank of Crisfield	Purchaser of land of Christopher + Harold Sterling	135
Bromley, J. William + Drucilla V.	Purchaser of land of heirs of Arthur H. Northam	193
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of J. H. Smith for taxes	226
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Mrs. Maggie Somers for taxes	230
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Alice Milbourne for taxes	234
Beauchamp, L Creston, Assignee + Trustee	Ex parte sale of land of Eliz J. Sudes	292
Beauchamp, L Creston, Assignee + Trustee	Ex parte sale of land of Holloway Jones + wife	297
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Wm. W. Porter for taxes	320
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Wm. T. Pusey for taxes	324
Bank of Crisfield	Purchaser of land of Maggie B. Adams	351
Beauchamp, L Creston, Assignee	Ex parte under mortgage from Samuel W. Moore + wife	385
Beauchamp, L Creston, Assignee	Ex parte under mortgage from Fillmore E. Dryden + wife	400
Beauchamp, L Creston, Assignee	Ex parte under mortgage from Fred T. Waters + wife	415
Beauchamp, L Creston, Assignee	Ex parte under mortgage from Harold Waters + wife	420
Beauchamp, L Creston, Assignee	Ex parte under mortgage from Jas. E. Moore + wife	434
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Oliver J. Thomas for taxes	453
Burghard, George E. et als	Their land sold under mortgage	467
Belman, August S. et als	Their land sold under mortgage	467
Beauchamp, L Creston, Assignee	Ex parte under mortgage from Samuel Handy + wife	479
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of George Curtis for taxes	484
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Perry Dashiell for taxes	488
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Levin H. Waters Heirs for taxes	493
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Mrs David M. Nelson for taxes	496
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Guy W. Garrison for taxes	499
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Mrs L. Dow Evans Est. for taxes	508
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Chas. T. Lloyd + wife for taxes	511
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of James O. Wilson for taxes	514
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Aaron S. Thomas for taxes	517
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Walter W. Walston for taxes	520
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of George H. Walston for taxes	523
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Walter G. Price for taxes	527
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Lottie Waters for taxes	530
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Mary C. Johnson for taxes	533
Beauchamp, L Creston, Assignee	Ex parte sale of land of Thomas J. Curry + wife	553
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Herman Ford for taxes	579
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Sadie Armiger for taxes	583
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of John H. Harpole for taxes	586
Bozman, Carlos, County Treasurer + Collector	Ex parte sale of land of Lillian B. Holloway	590

Bozman, Carlos, County Treasurer & Collector	Ex parte sale of land of E. Pat. Holland for taxes	594
Bozman, Carlos, County Treasurer & Collector	Ex parte sale of land of Annamessex Gun Club for taxes	598

Crandall, Solomon S.		Purchaser of land of Jos W. Disharoon	19
Conn, William S. & Anna M.		Their land sold under mortgage	94
Cullen, Paul		Purchaser of land of Wm J. & Daisy B. Nelson	140
Crockett, Abednego R.	vs.	Heirs of Sarah Crockett	159
Crockett, Sarah, Heirs of		Their land sold under decree	159
County Commissioners of Somerset Co.		Purchaser of land of J. H. Smith	226
County Commissioners of Somerset Co.		Purchaser of land of Mrs. Maggie Somers	230
County Commissioners of Somerset Co.		Purchaser of land of Alice Milbourne	234
Cottman, Lonnie & Indiana		Their land sold under mortgage	238
Carey, O. Pittman		Purchaser of land of Harry H. C. Bertie Sargent	281
County Commissioners of Somerset Co.		Purchaser of land of Wm. W. Porter	320
County Commissioners of Somerset Co.		Purchaser of land of Wm. T. Pusey	324
Cordrey, Roy R.		His land sold under mortgage	387
Cohn & Bock Co.	vs.	Effie Fooks Lankford et als	424
Carey, O. Pittman & another		Purchaser of land of Heirs of V. Elizabeth Fooks	424
Cox, W. Ernest & Effie K.		Their land sold under mortgage	439
Chestnut Ridge Lumber Co. & others		Purchaser of land of Wm H. Pilchard & wife	474
Curtis, George		His land sold for taxes	484
County Commissioners of Somerset Co.		Purchaser of land of Mrs. David M. Nelson	496
County Commissioners of Somerset Co.		Purchaser of land of Guy W. Garrison	499
County Commissioners of Somerset Co.		Purchaser of land of Mrs. L. Dow Evans Est.	508
County Commissioners of Somerset Co.		Purchaser of land of Chas. J. & Sarah M. Lloyd	511
County Commissioners of Somerset Co.		Purchaser of land of James O. Wilson	514
County Commissioners of Somerset Co.		Purchaser of land of Aaron S. Thomas	517
County Commissioners of Somerset Co.		Purchaser of land of Walter W. Walston	520
County Commissioners of Somerset Co.		Purchaser of land of George H. Walston	523
County Commissioners of Somerset Co.		Purchaser of land of Walter G. Price	527
County Commissioners of Somerset Co.		Purchaser of land of Lottie Waters	530
County Commissioners of Somerset Co.		Purchaser of land of Mary C. Johnson	533
Curry, Thomas J. & M. Angela		Their land sold under mortgage	553
Carr, Ella, Clifford, Linwood, Herman & Myrtle		Their land sold under mortgage	565
County Commissioners of Somerset Co.		Purchaser of land of Herman Ford	579
County Commissioners of Somerset Co.		Purchaser of land of Sadie Armiger	583
County Commissioners of Somerset Co.		Purchaser of land of John H. Harpole	586
County Commissioners of Somerset Co.		Purchaser of land of Lillian B. Holloway	590
County Commissioners of Somerset Co.		Purchaser of land of E. Pat Holland	594

Disharoon, Joseph W. Heirs of		Their land sold under decree	19
Dashiell, Harry C., Assignee		Ex parte under mortgage from James N. Bell & wife	33
Dashiell, Harry C. Assignee		Ex parte under mortgage from John Bevins & wife	80
Dashiell, Harry C. Assignee		Ex parte under mortgage from Elijah W. Park & wife	87
Dunn, Robt. F.		Purchaser of land of John W. & Sarah E. Jones	109
Dashiell, Harry C. Assignee		Ex parte under mortgage from Arthur Leonard & wife	119
Dashiell, Harry C. Assignee		Ex parte under mortgage from Lonnie & Indiana Cottman	238
Dashiell, Harry C. Assignee		Ex parte under mortgage from Jno. W. Horner & wife	245
Dashiell, Harry C. Assignee		Ex parte under mortgage from Bethena & George Williams	285
Daugherty, James H. & Laura J.		Their land sold under mortgage	302
Dashiell, Dale	vs.	Ruth Bounds, et als	328
Dashiell, Harry C. Assignee		Ex parte under mortgage from Roy L. Cordrey	387
Dryden, Fillmore E. & Margaret		Their land sold under mortgage	400
Dennis, E. Benson, Heirs of		Their land sold under decree	449
Disharoon, Sarah H. et al	vs.	Adeline Powell Anderson, et als	457
Dashiell, Perry		His land sold for taxes	488
Daugherty & Ward		Purchaser of land of Roberta Tull	503
Dashiell, Harry C. Assignee		Ex parte under mortgage from B. Hayes Foxwell & wife	537
Dashiell, Harry C. Assignee		Ex parte under mortgage from Adessa & James F. Taylor	545
Dashiell, Harry C. Assignee		Ex parte under mortgage from Wm. Dennis Jones & wife	558
Dashiell, Harry C. Assignee		Ex parte under mortgage from Ella Carr et als	565
Dashiell, Harry C. Assignee		Ex parte under mortgage from John W. Williams & wife	573
Dashiell, I. Frank		Purchaser of land of John W. & Angenora Williams	573

Evans, Calvin J.	Purchaser of land of Wm. C. Brewer	1
Ewell, L. Paul, Attorney	Ex parte under mortgage from Joseph & Verena A. Liquit	276
Evans, Merrill & another	Purchasers of land of Heirs of Wm. S. Sterling	406
Ewell, L. Paul, Attorney	Ex parte under mortgage from Wm. H. Pilchard & wife	474
Evans, Mrs. L. Dow, Estate of	Her land sold for taxes	508

Ford, W. Clyde, Heirs of		Their land sold under decree	51
Fleming, John B.		Purchaser of land of Henry Clay Jones & wife	99
Farmers Bank of Somerset County	vs.	Harvey Marshall, et als	213
Farmers Bank of Somerset County		Purchaser of land of Leonard & Dora Marshall heirs	213
Farmers Bank of Somerset County		Purchaser of land of Aaron & Laura Whittington	222
Ford, Addie F. & William C. Jr.		Purchaser of land of Elizabeth J. Sudler	292
Fontaine, Charles M. & William W.		Purchaser of land of James J. McBrath	381
Ford, Addie F., William C. & Charles		Purchaser of land of Fred T. & Minnie S. Waters	415
Ford, Addie F., William C. & Charles		Purchaser of land of Harold & Gertrude Waters	420
Fooks, V. Elizabeth, Heirs of		Their land sold under decree	424
Federal Farm Mortgage Corp.		Purchaser of land of W. Ernest & Effie K. Cox	439
Ford, W. Clyde		Purchaser of land of Levin H. Waters heirs	493
Foxwell, B. Hayes & Annie R.		Their land sold under mortgage	537
Ford, William C.		Purchaser of land of Thomas J. & M. Angela Curry	553
Ford, Herman		His land sold for taxes	579

Gillespie, J. Parke, et als	Their land sold under mortgage	467
Garrison, Guy W.	Their land sold for taxes	499

Home Owners Loan Corporation		Purchaser of land of James N. & Lulu Bell	33
Home Owners Loan Corporation		Purchaser of land of John & Edith Bevins	80
Home Owners Loan Corporation		Purchaser of land of Elijah W. & Ida C. Parks	87
Home Owners Loan Corporation		Purchaser of land of Arthur & Aquilla Leonard	119
Horsey, Frances	vs.	Eliza J. Outten & others.	145
Home Owners Loan Corporation		Purchaser of land of Lonnie & Indiana Cottman	238
Horner, John W. & Ada M.		Their land sold under mortgage	245
Home Owners Loan Corporation		Purchaser of land of Jno W. Horner & wife	245
Hayman, C. Edwin & Lee L. partners	vs.	Paul E. Nutter, et als	252
Hayman, C. H. & Sons Co.		Purchaser of land of heirs of Ernest O. Nutter	252
Home Owners Loan Corporation		Purchaser of land of Bethena & George Williams	285
Home Owners Loan Corporation		Purchaser of land of Roy L. Cordrey	387
Hayman, C. H. & Sons Co.	}		
Hayman, C. Edwin & Lee L. partners	}	Purchaser of land of Fillmore E. Dryden & wife	400
Hearen, Arthur H. et als		Their land sold under mortgage	467
Handy, Samuel & Beulah		Their land sold under mortgage	479
Hall, I. Henry		Purchaser of land of Samuel & Beulah Handy	479
Home Owners' Loan Corporation		Purchaser of land of B. Hayes & Annie R. Foxwell	537
Home Owners' Loan Corporation		Purchaser of land of Odessa & James T. Teagle	545
Home Owners' Loan Corporation		Purchaser of land of Wm Dennis Jones & wife	558
Home Owners' Loan Corporation		Purchaser of land of Ella Carr, et als	565
Harpole, John H.		His land sold for taxes	586
Holloway, Lillian B.		Her land sold for taxes	590
Holland, E. Pat		His land sold for taxes	594
Hills, Benjamin O. & another		Purchaser of land of Annamessex Gun Club	598

Jones, Edgar A, Atty		Ex parte under mortgage from Gertrude M. Rowe & husband	41
Jones, Edgar A., Atty		Ex parte under mortgage from George Tilghman	46
Jones, Edgar A. Assignee		Ex parte under mortgage from William S. Conn & wife	94
Jones, Henry Clay & Matilda		Their land sold under mortgage	99
Jones, John W. & Sarah E.		Their land sold under mortgage	109
Jones, Holloway & Annie M.		Their land sold under mortgage	297
Jarrell, Noble	vs	Alice Jarrell, et als	363
Jarrell, Joseph, Heirs of		Their land sold under decree	363
Jones, Edgar A., Assignee		Ex parte under mortgage from James J. McGrath	381
Jones, Edgar A, Assignee		Ex parte under mortgage from W. Ernest Cox & wife	439
Jones, Edgar A.		Purchaser of land of Heirs of Nathan J. Anderson	457
Johnson, Mary C.		Her land sold for taxes	533
Jones, Wm. Dennis & Margaret E.		Their land sold under mortgage	558

Lankford, Wm. G.	vs. Addie F. Ford et als	51
Lloyd, Bessie M. & John L.	Their land sold under mortgage	114
Lewis, Natt	Purchaser of land of Bessie M & Jno L. Lloyd	114
Leonard, Arthur & Acquilla	Their land sold under mortgage	119
Lankford, Clarence P. Atty	Ex parte under mortgage from Christopher & Harold Sterling	135
Lankford, Clarence P., Atty	Ex parte under mortgage from Wm J. Nelson & wife	140
Lankford, Clarence P., Atty	Ex parte under mortgage from Maggie B. Adams	351
Lankford, Clarence P. Atty	Ex parte under mortgage from William E. Roach	358
Long, Allan, & another	Purchaser of land of Heirs of V. Elizabeth Fooks	424
Lankford, Clarence P. Assignee	Ex parte under mortgage from J. Parke Gillespie et als	467
Lankford, Clarence P. Attorney	Ex parte under mortgage from Roberta Tull	503
Lloyd, Chas. T. & Sarah M.	Their land sold for taxes	511
Laws, Lester & another	Purchaser of land of Annamessex Gun Club	598

Myers, George H. Assignee	Ex parte under mortgage from L. Wesley Beauchamp	59
Marriner, Francis W. Heirs of	Their land sold under decree	169
Marshall, Leonard & Dora, Heirs of	Their land sold under decree	213
Milbourne, Alice	Her land sold for taxes	234
Mason, William J. & Charles L.	Purchaser of land of Joseph & Verena A. Sigrist	276
Maddrix, J. Kirk, Attorney	Ex parte under mortgage from James H. Daugherty & wife	302
Mason, Leonard	Purchaser of land of James H. Daugherty	302
Mayne, Norman & Lydia Powell	Purchasers of land of Heirs of Florence M. Phillips	328
Myers, George H. Assignee	Ex parte under mortgage from Reuben Sherman & wife	345
Moore, Samuel W. & Laura A.	Their land sold under mortgage	395
Moore, Jas. E. & Bessie	Their land sold under mortgage	434
Moore, H. Frazier	Purchaser of land of E. Benson Dennis heirs	449
Mallet, Thierry, et als	Their land sold under mortgage	467

McGrath, James J. His land sold under mortgage 381

Nelson, Wm. J. & Daisy B.		Their land sold under mortgage	140
Northam, Harvey L. et als	vs.	Alfred J. Northam, et als	193
Northam, Arthur H., Heirs of		Their land sold under decree	193
Nutter, Ernest O. Heirs of		Their land sold under decree	252
Nelson, Mrs. David M.		Her land sold for taxes	496

Outen, William E., Heirs of	Their land sold under decree	145
Outen, Eliza J.	Purchaser of land of heirs of Wm E. Outen	145
Oberrender, Girard P. et als	Their land sold under mortgage	467

Parks, Seth V. & Margaret	vs.	George W. Karson and others	19.
Parks, Seth V.		Purchaser of land of Jos. W. Disharoon	19
Peyton, Orrie F.	vs	Kathleen C. Peyton, et als	65
Peyton, Edgar C. Heirs of		Their land sold under decree	65
Peyton, Orrie F.		Purchaser of land of heirs of Edgar C. Peyton	65
Parks, Elijah W & Ida C.		Their land sold under mortgage	87
Porter, W. Edgar, Assignee		Ex parte under mortgage from Henry Clay Jones & wife	99
Poleyette, Henry E.		Purchaser of land of heirs of Sarah Crockett	159
Porter, William W.		His land sold for taxes	320
Pusey, William F.		His land sold for taxes	324
Phillips, Florence M, Heirs of		Their land sold under decree	328
Pilchard, William H & Blanche E.		Their land sold under mortgage	474
Parsons G. P. & Co.		Purchaser of land of Perry Dashiell	488
Price, Walter G.		His land sold for taxes	527

Guinn, Wallace M. Purchaser of land of J. Parke Gillespie et als 467

Rowe, Gertrude M. & John B.	Their land sold under mortgage	41
Ritzel, Edward J. & Augustus J.	Purchasers of land of heirs of W. Clyde Ford	51
Ruark, Charles, et al	Purchaser of land of L. Wesley Beauchamp	59
Roach, William E.	His land sold under mortgage	358

Shores, Edward	vs.	Heirs of Barney G. Shores	6
Shores, Barney G. Heirs of		Their land sold under decree	6
Shores, Edward & Edith		Purchasers of land of Heirs of Barney G. Shores	6
Sterling, Warren F., Receiver		Purchaser of land of George Tilghman	46
Somerset Mtg & Cert. Corp, et al		Purchaser of land of L. Wesley Beauchamp	59
Sterling, Christopher & Harold		Their land sold under mortgage	135
Somerset Mtg & Cert. Corp	vs.	Virgil C. Marriner, et als	169
Somerset Mtg & Cert. Corp		Purchaser of land of heirs of Francis W. Marriner	169
Smith, J. H.		His land sold for taxes	226
Somers, Mrs. Maggie		Her land sold for taxes	230
Sigrist, Joseph & Verena A.		Their land sold under mortgage	276
Sargent, Harry I. & C. Bertie		Their land sold under deed of trust	281
Sudler, Elizabeth T.		Her land sold under mortgage	292
Simpkins, Irving P.		Purchaser of land of Heirs of Florence M. Phillips	328
Sherman, Reuben & Pearl		Their land sold under mortgage	345
Somerset Mortgage & Certif. Corp		Purchaser of land of Reuben & Pearl Sherman	345
Sterling, Edward W.		Purchaser of land of William E. Roach	358
Sterling, John F.	vs.	David C. Sterling, et als	406
Sterling, William T., Heirs of		Their land sold under decree	406
Sterling, Margaret D. & others	vs.	Mabel R. Dennis & others	449
Spooner, Ray et als		Their land sold under mortgage	467

Tilghman, George		His land sold under mortgage	46
Tull, Mildred E.		Purchaser of land of Hattie K. Whittington	104
Tull, Gordon, Trustee	Exparte	under mortgage from Aaron Whittington	222
Tyler, Edwin Jr	vs	Mary V. Tyler, et al	307
Tyler, Edwin, Sr. Heirs of		Their land sold under decree	307
Thomas, Oliver J.		His land sold for taxes	453
Tull, Roberta		Her land sold under mortgage	503
Thomas, Aaron S.		His land sold for taxes	517
Teagle, Adessa + James F.		Their land sold under mortgage	545

Whittington, Hattie K. & Ernest H.		Their land sold under mortgage	104
Webster, Frederick T. of Zack		His land sold for taxes	127
Webster, Hosea C.		Purchaser of land of Frederick T. Webster of Z.	127
Webster, Jacob J.		His land sold for taxes	131
Webster, Hosea C.		Purchaser of land of Jacob J. Webster	131
Whittington, Aaron & Laura		Their land sold under mortgage	222
Webster, Henry Nathan, et als	vs	Sarah Jeanette Daniel, et al	261
Webster, John H., Heirs of		Their land sold under decree	261
Webster, Ralph James & Ella Frances		Purchaser of land of heirs of Jno. H. Webster	261
White, Roy D. Trustee		Ex parte under deed of trust from Harry T. Sargent & wife	281
Williams, Bethena & George		Their land sold under mortgage	285
Waters, Henry J. Jr., P.C. Wilson, Emily W., Levin L & Robert W.		Purchaser of land of Holloway & Annie Jones	297
Webster, Lillie F.		Purchaser of land of Edwin Tyler & heirs	307
Whittington, R. Brice		Purchaser of land of Joseph Jarrell heirs	363
Wicks, Stetson L.		Purchaser of land of Samuel W. & Laura A. Moore	395
Ward, Grover C. & another		Purchaser of land of Heirs of Wm. T. Sterling	406
Waters, Fred T. & Minnie I.		Their land sold under mortgage	415
Waters, Harold & Gertrude		Their land sold under mortgage	420
Wicks, Stetson M.		Purchaser of land of Jas. E. & Bessie Moore	434
White, W. Elisha		Purchaser of land of Oliver J. Thomas	453
Wilford, George A. & Harry H. & another		Purchaser of land of Wm. H. Pilchard & wife	474
Waters, Levin H., Heirs of		Their land sold for taxes	493
Wilson, James O.		His land sold for taxes	514
Walston, Walter W.		His land sold for taxes	520
Walston, George H.		His land sold for taxes	523
Waters, Lottie		Her land sold for taxes	530
Williams, John W. & Angenora		Their land sold under mortgage	573

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, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.

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

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

L. Creston Beauchamp, Ex parte Trust created by mortgage from William C. Brewer and wife to H. J. Waters, trustee	Be it remembered that heretofore to wit, on the sixteenth day of February, 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 William C. Brewer and Maggie L. Brewer, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 8th day of October, in the year nineteen hundred and twenty-one, by William C. Brewer and Maggie L. Brewer, his wife, of Somerset County, Maryland.

WHEREAS the said William C. Brewer and Maggie L. Brewer, his wife, are indebted unto Henry J. Waters, Trustee of the Trust Estate created under the last will and testament of Margaret Nichols, deceased, in the principal sum of three hundred and twelve dollars and seventy-three cents ($312.73) which is further evidenced by the joint bill obligatory of the said William C. Brewer and Maggie L. Brewer, his wife, payable to the order of the said Henry J. Waters, Trustee, as aforesaid, his successors or assigns, for the said principal sum of three hundred and twelve dollars and seventy-three cents ($312.73) with interest thereon from the date thereof, said bill obligatory bearing even date herewith, the whole principal sum, with interest, being payable one year from the date thereof, and to secure the payment of said bill obligatory, principal and interest, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of one dollar ($1.00), the said William C. Brewer and Maggie L. Brewer, his wife, do hereby grant and convey unto the said Henry J. Waters, Trustee of the Trust Estate created under the last will and testament of Margaret Nichols, deceased, his successors or assigns, the two following tracts or parcels of land situate, lying and being in East Princess Anne Election District of Somerset County, Maryland:

FIRST: All that tract or parcel of land situate, lying and being in East Princess Anne Election District of Somerset County, Maryland, on the West side of the County road leading from the village of West to Pocomoke City and opposite the farm of John P. Pusey and containing one and one-seventh (1-1/7) acres, more or less, and being all and the same tract or parcel of land conveyed to the said William C. Brewer from Calvin J. Evans and wife by deed dated September 22, 1921, duly of record among the land records of Somerset County, Maryland.

SECOND: All that tract or parcel of land situate, lying and being in East Princess Anne Election District of Somerset County, Maryland, containing twenty-eight and three- fourths (28-3/4) acres of land, more or less, and being the same land which was conveyed to William C. Brewer from Frederick J. Brewer and wife by deed dated May 29, 1920, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 80, folio 543, except so much thereof as the said William C. Brewer and wife conveyed to William C. Rounds by deed dated June 18, 1920,

July Term, 1937.

and duly of record among the land records of Somerset County, Maryland, in Liber W. J. S. No. 80, folio 544.

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 successors or 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 successors or assigns, or L. Paul Ewell or Godfrey Child, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset county, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first to the payment of all expenses incident to such sale 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 successors or assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least

dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his successors or 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 inthe mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: William C. Brewer (SEAL)

Vernon E. White Maggie L. Brewer (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify, That on this 8th day of October 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, residing at Princess Anne, personally appeared William C. Brewer and Maggie L. Brewer, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective actand deed; and at the same time and place also personally appeared before me, Henry J. Waters, Trustee, mortgagee, and made oath in due from of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Vernon E. White SEAL OF

Notary Public NOTARY

Received for Record October 14th, 1921, and recorded in Liber W. J. S. No. 83, folio 22, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, 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 28th day of January, 1937.

Test: Emily B. Waters (SEAL)

Edward McMaster Duer. Administratrix, Henry J. Waters

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 dum 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, sealed with our seals this sixteenth day of February, nineteenhundred and thirty-seven.

Whereas, by mortgage dated October 8th, 1921, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 83, folio 22, a certain William C. Brewer and Maggie L. Brewer, his wife, conveyed unto Henry J. Waters, trustee of the Margaret Nichols Trust Estate, certain real estate in said county, and whereas said mortgage has been conveyed to the said L. Creston Beauchamp, as trustee of the Margaret Nichols Estate, and whereas default has occurred in the terms and conditions of said mortgage, and by virtue of the power and authority contained therein the said L. Creston Beauchamp, trustee, is authorized to sell said mortgage property and is about to exercise said power of a sale of said mortgaged property;

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

champ do and shall well and faithfully perform the trust reposed inhim in and by said mortgage and shall abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds therefrom, then this obligation shall be void, otherwise to be and remain in full force in law.

L. Creston Beauchamp (SEAL)
Trustee, Margaret Nichols Estate
THE MARYLAND CASUALTY COMPANY CORPORATE
by L. Creston Beauchamp SEAL
Agent

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 fourteenth day of July, 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:

L. Creston Beauchamp, Ex parte	)	No. 5000 Chancery
Trust Created by Mortgage from	)	In the Circuit Court for
William C. Brewer and wife to	)	Somerset County, Md.
H. J. Waters, Trustee	)	
	)	

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

The report of L. Creston Beauchamp, trustee of Margaret Nichols Estate, in a mortgage from William C. Brewer and Maggie L. Brewer, his wife, to Henry J. Waters, trustee of Margaret Nichols estate, dated October 8th, 1921, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 83, folio 22, respectfully represents:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald a weekly newspaper published in said county, and by hand-bill posted at the Court House door in said county, he, the said L. Creston Beauchamp, in pursuance of said notice and advertisement, did 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 all those lots or parcels of land in East Princess Anne Election District, Somerset County, Maryland, as follows:

He first offered that house and lot of land on the west side of the county road leading from West P. O. to Pocomoke, and opposite the farm of John P. Pusey, and containing 1 1/7 acres, more or less; being all and the same land conveyed to Wm. C. Brewer by C. J. Evans and wife by deed dated September 22, 1921, recorded among the land records of said Somerset County in Liber W. J. S. No. 85, folio 61, and received as the highest bid therefor one hundred and fifty dollars, which bid was reserved by the auctioneer.

He next offered all that tract of land on the south side of the county road leading to Snow Hill, adjoining the lands of S. S. Brewer and others, and containing 28¾ acres, more or less; being a part of the land conveyed to Wm. C. Brewer by F. J. Brewer and wife by deed dated May 29th, 1920, recorded among said land records in Liber W. J. S. No. 80, folio 543, and received as the highest offer therefor fifty dollars, which bid was reserved by the auctioneer;

He then offered both of the above described lots or parcels of land and received as the highest bid therefor the sum of two hundred and fifty dollars and sold all of the said land to

July Term, 1937.

Calvin J. Evans, of Somerset County, Maryland, he being the highest bidder therefor, for the sum of two hundred and fifty dollars, and the purchaser has complied with the terms of sale to the satisfaction of the said trustee.

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

Whole amount of sale,		$ 250.00
Clerks costs,	$ 21.00	
Auctioneer	2.00	
Printing.	25.25	
State & County taxes	2.67	
Bond Premium	10.00	
Commissions, per rule	25.00	85.92
		164.08
To L. Creston Beauchamp, Trustee Margaret Nichols Estate	$ 312.73	
Interest to day of sale	98.50	411.23
Balance due to mortgagee		247.15

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

Respectfully submitted,

L. Creston Beauchamp,

Trustee, Margaret Nichols Estate

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th of July, 1937, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, 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 and the proceeds of sale therein made were fairly made.

J. Millard Tawes

Clerk of Circuit Court.

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

L. Creston Beauchamp, Ex parte)	No. 5000 Chancery
Trust created by mortgage from)	In the Circuit Court for
Wm. C. Brewer and wife to Henry)	Somerset County, Maryland.
J. Waters, trustee)	
)	

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 14th of July, 1937, that the report of L. Creston Beauchamp, trustee, in the foregoing report of sale 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 18th of August, 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 16th of August, 1937.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the first day of September, 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:

July Term, 1937.

L. Creston Beauchamp, Ex parte	)	No. 5000 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 first day of September, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of proceeds thereof by him made, 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.

"""

Edward Shores	)	Be it remembered that heretofore, to wit, on the
vs.	)	nineteenth day of March, in the year nineteen hundred
Ella Evans and Vaughan Evans, her husband, Elsie Windsor and James Windsor, her husband, May France and Raymond France, her husband, and William Shores and Ella Shores, his wife	)	and thirty-seven, a certain Edward Shores, by Harry
	)	C. Dashiell,his solicitor, exhibited and filed in
	)	the Circuit Court here a bill of complaint against
	)	Ella Evans and Vaughn Evans, her husband, Elsie

Windsor and James Windsor, her husband, May France and Raymond France, her husband, and William Shores and Ella Shores, his wife, which said bill of complaint is in the words following, to wit:

Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court for
Ella Evans and Vaughn Evans, her husband, Elsie Windsor, and James Windsor, her husband, May Frances and Raymond France, her husband, and William Shores and Ella Shores, his wife	)	Somerset County,
	)	In Equity.
	)	
	)	

To the Honorable, the Judges of said Court;

The bill of complaint of Edward Shores who sues as well for himself as for all other creditors of Barney G. Shores, late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, respectfully shows.

1st. That the Estate of the said Barney G. Shores is indebted to your petitioner, the Plaintiff Edward Shores, in the full and just sum of sixty-three dollars and thirty-five cents ($63.35) with interest thereon, being the total amount paid for state and county taxes on the property of the said Barney G. Shores deceased, for the years 1930, 1931, 1933 and 1934, and also is indebted to the said plaintiff in the amount of $4.62 for Fire Insurance paid by the said Plaintiff on the property of the said deceased for the year 1936.

2nd. That the said Barney G. Shores, being so indebted to your orator and onto diverse other persons, departed this life on or about the 2nd day of March, nineteen hundred and thirty-seven, leaving no widow surviving him but leaving him as the only heirs at law the following children: (a) A son, the Plaintiff, who is an adult and resides in said Somerset County, Maryland; (b) the defendant, Ella Evans, a daughter, who intermarried with the defendant Vaughn Evans, both of whom are adults and reside in said Somerset County; (c) the defendant, May France, a daughter, who intermarried with the defendant Raymond France, both of whom are adults and reside in said Somerset County; (d) the defendant, Elsie Windsor, a daughter, who intermarried with the defendant James Windsor, both of whom are adults and reside in Baltimore City, in the State of

Maryland; (e) and the defendant, William Shores, a son, who intermarried with Ella Shores, both of whom are adults and reside in said Baltimore City, Maryland.

3rd. That the said Barney G. Shores, deceased, left no personal estate at the time of his death, and no administration has been granted thereon, but the said deceased did own at the time of his death valuable real estate located in Deals Island Election District in said Somerset County, Maryland, adjoining the lands of W. Frank Thomas and others, containing eight and one-fourth acres of arable land and one acre of marsh land and being the same property which was conveyed to the said Barney G. Shores by Addie W. Bradshaw and another by deed dated the 3rd day of February, nineteen hundred and nine, and recorded among the land records of said Somerset County in Liber S. F. D. No. 50, folio 392, etc.

To the end therefore:

A. That the said real estate of the said Barney G. Shores, deceased, or so much thereof that may be necessary for the purpose, may be sold for the payment of the debts due and owing by the said deceased.

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

May it please your Honors to grant unto your orator the writ of subpoena directed to the said Ella Evans and Vaughn Evans, her husband, May France and Raymond France, her husband, adults, residing in said Somerset County, Maryland, and to Elsie Windsor and James Windsor, her husband, and William Shores and Ella Shores, his wife, adults, residing in said Baltimore City, Maryland, commanding them and each of them to be and appear either in person or by solicitor in this Court on or before a certain day to be named therein to show cause if any they have why a decree ought to be passed as prayed.

And as in duty bound;

Harry C. Dashiell
Solicitor for the Plaintiff.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

To Ella Evans, Vaughn Evans May France & Raymond France, of

SEAL SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in April next to answer the complaint of Edward Shores against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March, Anno Domini 1937 ISSUED the 19th day of March Anno Domini 1937

Perorder,
J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

To Elsie Windsor, James Windsor of Baltimore City, 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 April next to answer the complaint of Edward Shores, against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March Anno Domini 1937 ISSUED the 19th day of March Anno Domini 1937.

Per order,
J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL

To William Shores, Ella Shores, of Baltimore City, 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 April next to answer the complaint of Edward Shores 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 1st day of March Anno Domini 1937 ISSUED the 19th day of March Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in April in the year nineteen hundred and thirty-seven, 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, and the Sheriff of Baltimore City, Joseph C. Deegan, to whom the writs aforesaid were, 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:

Raymond France non est. residue summoned & copy left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

To the second of said writs:

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

3/20/37 Wm. Baya Joseph C. Deegan, Sheriff

To the third of said writs:

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

Lycitt 3/20/37 Joseph C. Deegan, Sheriff

And thereafter, to wit, on the ninth day of April, in the year nineteen hundred and thirty-seven, the following answer was filed, to wit:

Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court
Ella Evans and Vaughan Evans, her husband, Elsie Windsor and James Windsor, her husband, May France and Raymond France, her husband, and William Shores and Ella Shores, his wife	)	for Somerset County,
	)	In Equity.
	)	
	)	

To the Honorable, the Judges of said Court:

The answer of Ella Evans and Vaughan Evans, her husband, Elsie Windsor and James Windsor, her husband, May France and Raymond France, her husband, and William Shores and Ella Shores, his wife,to the Bill of Complaint of Edward Shores against them in this Court exhibited.

(1) Answering the first paragraph of the Bill of Complaint these defendants deny each and every alligation thereof.

(2) Answering the second paragraph of the Bill of Complaint they admit that the said Barney G. Shores departed of this life March 2, 1937, leaving as heirs at law the parties therein mentioned but deny that at the time of his death he was indebted to the complainant and divers of the persons.

(3) Answering the third paragraph of the Bill of Complaint they deny that he left no personal estate at the time of his death but aver that he left sufficient personal estate to pay any debts that he might have had and that application has been made for letters of administration thereon.

Further answering said third paragraph they admit that the said Barney G. Shores did own valuable real estate located in Deals Island Election District, Somerset County, Maryland, adjoining the land of W. Frank Thomas and others, containing 8¼ acres of arable land and one acre of marsh land and being the same property which was conveyed unto the said Barney G. Shores by Addie W. Bradhsaw and another, by deed dated February 3, 1909, and recorded among the land records of said Somerset County in Liber S. F. D. No. 50, folio 392, etc.

Respectfully submitted,

Edgar A. Jones

Attorney for Ella Evans and Vaughan Evans, her husband, Elsie Windsor and James Windsor, her husband, May France and Raymond France, her husband, and William Shores and Ella Shores, his wife

State of Maryland, Somerset County, to wit:

I hereby certify that on this 8th day of April, 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 May France, one of the defendants in the above entitled suit, and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of her knowledge and belief.

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

Arthur Andrews SEAL OF
Notary Public NOTARY

And thereafter to wit, on the nineteenth day of May, in the year nineteen hundred and thirty-seven, the following order was filed, to wit:

Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court for
Ella Shores, et. als.	)	Somerset County, in Equity.
	)	

In the above entitled cause, it appearing that the defendants, Ella Evans and Vaughn Evans, her husband, Elsie Windsor and James Windsor, her husband, May France and Raymond France, her husband, and William Shores and Ella Shores, his wife, have all appeared in said cause by solicitor, and have filed an answer in said cause.

IT is thereupon ordered, this 19th day of May, nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, that leave be granted to the parties ot the above cause to take testimony before any one of the standing examiners of this Court or before a Special Examiner appointed by this Court.

And since it appears that Harry C. Dashiell, a regular Examiner of this Court, is the solicitor for the complainant in this cause, it is further ordered that Eunice Pilchard be and he is hereby appointed Special Examiner to take the testimony of the parties in the above entitled cause.

James M. Crockett, Judge.

And afterwards, to wit, on the twenty-fourth day of May, 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:

Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court for
Ella Evans, et als.	)	Somerset County, in Equity.
	)	

In the above entitled cause, an order having been passed for the taking of testimony in said cause in support of the allegations of the said bill of complaint and a further order having

been passed appointing Eunice Pilchard a Special Examiner to take the depositions in said cause, and by an agreement between Harry C. Dashiell, solicitor for the complainant and Edgar A. Jones, solicitor for the respondents, the taking of testimony in said cause was fixed for Monday, May 24, 1937, at the hour of ten o'clock A. M. at which time, I did proceed at the office of Harry C. Dashiell, in Princess Anne, Maryland, to take the following depositions on behalf of the complaint in the presence of Harry C. Dashiell, solicitor for said complainant, having been first notified by the said Edgar A. Jones, solicitor for the respondents, that he waived his right to be present at the examination of the witnesses in said cause and the testimony follows:

Edward Shores, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edward Shores, I am generally called Eddie Shores; age 39 years; residence Deals Island, Maryland. Occupation farming.

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

Ans. I know all the parties to this suit. I am the plaintiff and the defendants are my brother and his wife, and my sisters and their husbands. They are all adults above the age of twenty one years. My sister Ella Evans and her husband, Vaughn Evans, and my sister, May France and her husband, Raymond France live in Somerset County, and my sister Elsie Windsor and her husband and my brother William and his wife reside in Baltimore City, Maryland.

Int. 3 Did you know Barney G. Shores 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 Barney G. Shores. He is dead. He was my father. He died at his home on Deals Island on March 2, 1937. He died intestate. He left no wife surviving him as my mother died more than 25 years ago; and his heirs at law are the parties to this suit--myself, Edward or Eddie Shores. I am the plaintiff; my sister, the defendant, Ella Evans, who intermarried with the defendant, Vaughn Evans; my sister, the defendant, May France who intermarried with the defendant, Raymond France; my sister, Elsie Windsor who intermarried with the defendant, James Windsor, and my brother, William Shores who intermarried with the defendant, Ella Shores.

Int. 4 Please state what real estate, if any, the said Barney G. Shores owned at the time of his death. Describe it and state its value?

Ans. At the time of his death, my father owned a tract of land where he resided on Deals Island, in Deals Island Election District, Somerset County, Maryland, adjoining the lands of Arthur Leonard and Velia Milbourne on the north, on the east by the marsh land of W. Frank Thomas and others, on the south by the lands of the Jos. S. C. Vetra estate and on the west by land of Olivia Adams, and containing 8 1/4 acres of arable land and one acre of marsh land. This property was conveyed to my father by Addie W. Bradshaw and and another by a deed which I herewith filed as an exhibit in this cause.

(Plaintiff herewith files to be used as evidence in this cause original deed to Barney G. Shores from Addie W. Bradshaw and another, marked plaintiff's exhibit "A".)

This property is worth in my opinion $400.00 to $500.00.

Int. 5 Please state what personal property, if any, Barney G. Shores owned at the time of his death, and whether or not administration has ever been granted thereon?

Ans. At the time of his death, my father had no personal property whatever, except a very few pieces of household furniture that probably would not have brought $25.00 if offered at public sale. He had no other personal property. I had lived with my father for the past fourteen years with my family and was the only one of the children living with him for several years prior to his death. I made no effort to take out letters of administration upon his estate because the small amount of furniture he had was not sufficient in value to administer upon. My brother, William, did come up her after my father's death to take out letters of administration, but he has never filed bond and no letters have been issued to him. That was about a month and a half

ago. Since that time practically all of the few pieces of furniture that my father had has been delivered up to my brother and sisters.

Int. 6 Please state what debts, if any, Barney G. Shores owed at the time of his death?

Ans. As stated before I lived with my father for a number of years prior to his death. He was getting old and was sick and unable to work and I maintained the family myself. I paid all taxes on the property for four years prior to his death and paid the premium on the fire insurance policy on the property for 1936. I file herewith receipts for these payment, marked Exhibits 1,2,3,4 & r, to be used as evidence in this cause. These receipts show that I paid these bills and I paid the same out of my own funds, as my father was without funds for several years prior to his death.

At the time of his death, my father owned the bills for medical attention in his last illness to Dr. E. P. Simpson for $17.50 and Dr. David M. Shevitz for $9.00. There is also unpaid the bill for the burial of my father, amounting to $215.00. This amount is due to the undertaker, Fred T. Webster of Deals Island. All of these latter bills are unpaid.

(Plaintiff herewith files to be used as evidence in this cause Dr. Simpson's bill marked Exhibit "B", Dr. Shevits bill marked Exhibit "C" and the bill of Fred T. Webster marked Exhibit "D".)

I also paid State and County taxes against the property for 1932 amounting to about $18.00, but I have misplaced the receipt.

Court question and answer:

"There is nothing further that I desire to say".

Test: Eunice Pilchard. Eddie Shores.

Julius D. Ringgold, witness of lawful age, being first duly sworn, deposing says:

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

Ans. Julius D. Ringgold; age 42 years; residence Deals Island, Maryland; occupation farming.

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

Ans. I know all the parties to this suit and have known them all of their lives. The plaintiff, Edward or Eddie Shores, and the defendants, Ella Evans and Vaughn Evans and May France and Raymond France reside in Somerset County, and the defendants Elsie Windsor and James Windsor and William Shores and Ella Shores live in Baltimore City, Maryland. They are all adults above the age of twenty one years.

Int. 3 Did you know Barney G. Shores in his life time. If yea, is he living or dead? If dead, when and where did he die and who are his heirs at law?

Ans. I knew Barney G. Shores all of my life. He died at his home on Deals Island the first of March of this year. He did not leave any last will and testament that I ever heard of and his heirs at law are the parties named above, viz: his sons, the plaintiff, Edward or Eddie Shores, and the defendants, Ella Evans, who intermarried with Vaughn Evans, a daughter, May France, who intermarried with Raymond France, a daughter, Elsie Windsor who intermarried with James Windsor and a son, William Shores who intermarried with Ella Shores.

Int. 4 Please state whether or not the said Barney G. Shores owned 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. Shores owned a tract of land on Deals Island consisting of 8 1/4 acres of arable land and one acre of marsh land. It adjoins the lands of W. Frank Thomas and others, and is improved by a dwelling house in poor condition of repair and a small shed as an outbuilding. In my opinion this property is worth from $400.00 to $500.00.

Int. 5 What personal property did the late Barney G. Shores own at the time of his death?

Ans. The only personal property that Barney G. Shores owned at the time of his death, was a

very small quantity of household furniture that on Deals Island would have had practically no value. At least for the past four years within my knowledge Mr. Shores was too feeble to work or earn a livelihood. His son Eddie stayed with him and looked after him and took care of him and all the income from the place was the result entirely of the son's labor. I understand that an effort was made by the other son to administer upon the estate but I think that effort was not carried out. There was no property to administer upon.

Int. 6 State what, if anything, you know of any indebtedness owing by Barney G. Shores at the time of his death?

Ans. I do not know much about the debts against the estate. I know that Mr. Shores was unable to work and what little money he did have his son, Eddie, gave him. I know that Mr. Shores had medical attention in his last illness as I saw the doctor there and Iknow that he was buried by Fred T. Webster as undertaker. I presume these bills have not been paid but I have no exact knowledge of that fact.

Court question and answer:

"Nothing further".

Test: Eunice Pilchard. Julius D. Ringgold.

Granville G. Vetra, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Granville G. Vetra; age 67 years, residence Deals Island, Md. occupation merchant.

Int. 2 Do you know the parties to this suit, and if so, how long have you known them?

Ans. I know all of the parties to this suit and have known them all of thir lives. I have lived and been engaged in the store business right near the home of Barney G. Shores for many years.

Int. 3 Did you know Barney G. Shores in his life time? If yes, is he living or dead and if dead, when did he die? Did he or not die intestate and who are his heirs at law?

Ans. I did know Barney G. Shores. We were near the same age and lived as neighbors on Deals Island for many years. He did in March of this year. He died intestate and his heirs at law are his children, who are the parties to this suit, viz: the plaintiff a son, Eddie Shores, and the defendants, a daughter, Ella Evans, who married Vaughn Evans, a daughter, May France, who married Raymond France, a daughter, Elsie Windsor, who married James Windsor, and a son, William Shores, who married Ella Shores. All of these parties are adults above the age of twenty one years.

Int. 4 Please state what real estate the said Barney G. Shores owned at the time of his death?

Ans. He owned the property adjoining my/old home place and containing about 8 1/4 acres of arable and and an acre of marsh land. It adjoins the property of W. Frank Thomas and others. It is improved by a dwelling in poor condition of repair and a small outbuilding of no real value. This property is worth about $500.00.

Int. 5 What personal property, if any did, Barney G. Shores own at the time of his death?

Ans. I do not know of any personal property that he owned at the time of his death. I do not think there was any personal property there to administer upon at the time of his death. Mr. Shores was really sick and unable to work for a number of years before his death and he was really taken care of by his son, Eddie Shores.

Int. 6 What knowledge, if any, have you of the indebtedness due and owing by Barney G. Shores at the time of his death?

Ans. I do not have much exact knowledge of the indebtedness. I know of course that Fred T. Webster buried Mr. Shores and that he was attended by doctors in his last illness. I have understood that these bills have not been paid. The family always dealt with me in the store and every since Eddie came back to live with his father about fourteen years ago, all the family deal-

ing has been done by Eddie and his wife. Barney Shores did not have any income of his own.

Court question and answer;

"Nothing else that I know".

Test: Eunice Pilchard. Granville G. Vetra

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 24th day of May, nineteen hundred and thirty seven.

Eunice Pilchard (SEAL)
Examiner in Chancery.

Bill of Costs:

Eunice Pilchard	Special Examiner	$ 4.00
Julius D. Ringgold,	witness & mileage	1.55
G. G. Vetra	" " "	1.55
		$ 7.10

I, Edgar A. Jones, solicitor for the respondents, do hereby waive my right to be present at the examination of witnesses in said cause and do hereby consent that the above testimony taken by Eunice Pilchard as Special Examiner be returned forthwith and filed among the proceedings in said cause.

Edgar A. Jones
Solicitor for Respondent.

Exhibit "A" filed in the foregoing Testimony is as follows:

THIS DEED made this 2rd day of February, in the year one thousand nine hundred and nine by Addie W. Bradshaw and L. May Bradhsaw, and State of Maryland.

Witnesseth that in consideration of the sum of Five (5) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Addie W. and L. May Bradshaw do grant and convey unto Barnie G. Shores of the said County and State, his heirs and assigns, all that lot, tract or parcel of land situate, lying and being in Deals Island Election District and more particularly described as follows, that is to say:

All that tract or parcel of land situate in said Election District and beginning at a stone boundary set up near the edge of the marsh on the south-east side of said land, the said stone boundry being the divisional boundry between the herein described land and the lot of land formerly conveyed to Sarah E. Vetra, thence running North 35° east 20 3/10 poles to a stone boundry, thence North 59° 45' west 53 poles to the head of a ditch, thence with said ditch North 59° west 19 2/10 poles to the east of said ditch and the northeast end of a bridge, thence South 30° west 22 7/10 poles to a boundry set up at the divisional line between the hereindescribed land and the land sold to the said Sarah E. Vetra and thelot known as the Carew property, or formerly so known, thence South 63° 30' east 37 1/2 poles to a stone boundry set up at the head of a ditch and thence South 59° 30' east 34 poles to the place of beginning and containing 8 1/4 acres of arable and 1 acre of marsh land, more or less. It being the same land that was conveyed to the said Addie W. and L. May Bradhsaw by William Dameral by deed dated the 12th day of June 1899 and recorded in Liber S. F. D. No. 50 folio 198, to which said deed and all the references therein contained further reference is hereby made for a more full and perfect description of the land hereby conveyed.

Together with all the buildings and improvements there upon erected, made or being, and all and every the rights, ways, waters, appurtenances and advantages to the same belonging or appertaining.

To have and to hold the land and premises above described and hereby intended to be conveyed, unto and to the proper use and benefit of the said Barnie G. Shores, his heirs and assigns, in fee simple.

And the said Addie W. and L. May Bradshaw hereby covenant that they will warrant the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be necessary.

And the said Addie W. and L. May Bradhsaw hereby covenant that they will warrant the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be necessary.

Witness the hands and seals of the said grantors,

Test: Addie W. Bradshaw (SEAL)

Test as to L. May Bradshaw. L. May Bradshaw (SEAL)

Augustus W. Branford.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that on this 3rd day of February, in the year one thousand nine hundred and nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared L. May Bradshaw and acknowledged the foregoing deed to be her act and deed.

Augustus W. Branford SEAL OF

Notary Public NOTARY

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 4th day of March, in the year one thousand nine hundred and nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Addie W. Bradshaw and acknowledged the foregoing deed to be her act and deed.

Before Geo. B. Horne, J. P.

Received for Record 16th March, 1909, and recorded in Liber S. F. D. No. 50, folio 392 &c., one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

Exhibit "B" referred to in the foregoing Testimony is as follows, to wit:

Eddie Shores (Fathers acct.)

To E. P. Simpson, M. D., Debtor

To Professional Services to date $ 17.50

Exhibit "C" referred to in the foregoing Testimony is as follows, to wit:

David M. Shevitz, M. D.

Deals Island, Md.

March 10, 1937

Mr. Eddie Shores

Wenona, Md.

To Professional services rendered

Father during last illness $ 9.00

Exhibit "D" referred to in the foregoing Testimony is as follows, to wit:

Deals Island, Md. Mar. 10, 1937

Estate of Barney G. Shores

In account with

Fred T. Webster
Funeral Director and Embalmer

Phone 163

Funeral of Barney Shores

Mar. 2	1 H. C. Casket	165.00
	1 Vault	40.00
	Embalming	10.00
		$ 215.00

Exhibit 1 filed in the foregoing Testimony is as follows, to wit:

No. 2109 Received June 16, 1931

1930 of Mr. Barney G. Shores

County tax	$15.68	Eighteen & 85/100 Dollars
Interest	.69	
State tax	2.38	for Deals Island District, Somerset County, Md.
Interest	.10	
Total	$18.85	Harry E. Muir, Treasurer B.

Paid by, Mr. Eddie Shores.

Exhibit 2 filed with the foregoing Testimony is as follows, to wit:

No. 3769 Received Jun 17, 1932

1931 of Mr. Barney G. Shores

County tax	$16.63	Nineteen & 86/100 Dollars
Interest	.74	
State tax	2.38	for Deals Island District, Somerset County, Md.
Interest	.11	
	$19.86	Harry E. Muir, Treasurer B.

Paid by, Mr. Eddie Shores

Exhibit 3 filed with the foregoing Testimony is as follows, to wit:

No. 2780 Received Oct. 17, 1934

1933 of Mr. Barney Shores

County tax	$ 9.50	Twelve & 64/100 Dollars
Interest	.62	
State tax	2.38	for Deals Island District, Somerset County, Md.
Interest	.14	
	$12.64	H. E. Muir, Treasurer B.

Paid by, Mr. Eddie Shores.

Exhibit 4 filed with the foregoing Testimony is as follows, to wit:

No. 3851 Received Aug. 20, 1935

1934 of Mr. Barney G. Shores

County tax	$9.31	Twelve & no/100 Dollars
Interest	.50	
State tax	2.09	For Deals Island District, Somerset County, Md.
Interest	.10	
	$12.00	Carlos Bozman, Treasurer

Paid by Eddie Shores.

Exhibit 5 filed with the foregoing Testimony is as follows, to wit:

Paid by Eddie Shores

Received March 25th, 1936, of Barnie G. Shores

Four & 62/100 Dollars, premium payment in advance on Deposit Note to Policy No. 5366 issued by The Mutual Fire Insurance Company of Somerset and Worcester Counties up to the Annual Meeting 1937.

$4.62 P. C. Wilson Waters, Treasurer

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

,Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court for
Ella Evans, 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 9th day of June, nineteen hundred and thirty seven, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered and decreed, that the real estate inthe proceedings mentioned, or as 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 the Circuit Court in Equity, a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk, in the penalty of one thousand dollars, if individual surety or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future order or decree in the premises; he shall then proceed to make sale of said real estate, having first given at least 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 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 surities 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 from such 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 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 or sales, the said Trustee is directed to give notice to the creditors of the said Barney G. Shores 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 FIVE HUNDRED DOLLARS ($500.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly, to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of June, in the year nineteen hundred and thirty seven.

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 Edward Shores against Ella Evans and others, pending in said Court, the same being No. 5022 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.

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 fourteenth day of July, 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:

Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court for
Ella Evans, et als	)	Somerset County, in Equity.
	)	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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 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 County, on Tuesday the thirteenth day of July, nineteenhundred and thirty seven, at or about thehour of two o'clock P. M., and did then and there proceed to offer said real estate for sale by public auction as follows, that is to say:

Your said Trustee offered all that tract or parcel of land on Deals Island, in Deals Island Election District, in Somerset County and State of Maryland, whereon the late Barney G. Shores resided in his life time, bounded on the north by the lands of Arthur Leonard and Velia Milbourne, on the east by the marsh land of W. Frank Thomas and others, on the south by the land of the Jos. S. C. Vetra estate, on the west by the land of Olivia Adams, and containing 8 1/4 acres of arable land and 1 acre of marsh land, more or less; and being the same land which was conveyed unto the late Barney G. Shores by Addie W. Bradshaw and another, by deed dated the third day of February, nineteen hundred and nine, and recorded among the Land Records of said Somerset County in Liber S. F. D. No. 50 folio 392 etc., This property is improved by a two story, frame dwelling.

AND your said Trustee sold said real estate as above described to Eddie Shores and Edith Shores, his wife, they being the highest and best bidders therefor, at and for the sum of five hundred dollars; and the said purchasers have complied with the terms of said sale by paying all of the purchase money in cash.

ALL of which is respectfully submitted,

Harry C. Dashiell

TRUSTEE

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 14th day of July, in the year nineteenhundred 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 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 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:

Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court for
Ella Evans, 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 14th day of August, 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 11th day of August, nineteen hundred and thirty seven.

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

J. Millard Tawes, Clerk.

And now at thid day, to wit, on the eighteenth day of August, in the year nineteenhundred 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:

Edward Shores	)	No. 5022 Chancery
vs.	)	In the Circuit Court for
Ella Evans, et. als.	)	Somerset County, in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 18th day of August, nineteenhundred 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.

And thereupon it is ordered 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 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.

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

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

Seth V. Parks and Margaret Parks, his wife vs. George W. Pearson, Harry D. Pearson and Janet S. Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife Margaret Disharoon Howard and Charles Howard, her husband, Woodland Disharoon, Effie Dryden and Jean Turner and George R. Atkinson	Be it remembered that heretofore, to wit, on the ninth day of March, in the year nineteen hundred and thirty-seven, a certain Seth V. Parks and Margaret Parks, his wife, by Clarence P. Lankford, their solicitor exhibited and filed in the Circuit Court here a bill of complaint against George W. Pearson, Harry D. Pearson and Janet Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, Margaret Disharoon Howard and Charles Howard, her husband, Woodland Disharoon,

Effie Dryden, George R. Atkinson and Jean Turner, which said bill of complaint is in the words following, to wit:

Seth V. Parks and Margaret Parks, his wife vs. George W. Pearson, Harry D. Pearson and Janet Pearson, his wife, Hazel Pearson Dukes and and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, Margaret Disharoon Howard and Charles Howard, her husband, Woodland Disharoon, Effie Dryden, George R. Atkinson and Jean Turner	No. 5017 Chancery In the Circuit Court for Somerset County.

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

The Bill of Complaint of Seth V. Parks and Margaret Parks, his wife, of Somerset County, in the State of Maryland, respectfully represents:

First. That heretofore a certain Joseph W. Disharoon, late of Somerset County, in the State of Maryland, deceased, was in his lifetime seized and possessed of certain real estate in the Town of Crisfield, Somerset County, in the State of Maryland, consisting of two lots on the North-west side of the New York, Philadelphia and Norfolk Railroad, on one of which lots stands the building known as the "Colonial Hotel", and the second being an unimproved lot adjoining the "Colonial Hotel" property, and extends from said hotel lot to Eighth Street, andof one other lot, unimproved, on Fourth Street.

Second. That being so thereof seized and possessed, the said Joseph W. Disharoon departed this life on or about the first day of February, nineteen hundred and thirty-six, leaving a last will and testament duly executed to pass real estate in the State of Maryland, which said last will and testament has been duly admitted to probate in the Orphans Court for said Somerset County, a certified copy of which said last will and testament is herewith filed, as a part of

this bill of complaint, marked Exhibit "A".

Third. That by said last will and testament the said Joseph W. Disharoon after making a specific devise in the first item thereof, and by the second item thereof devising and bequeathing all his property of every kind and description, real and persona, unto his wife, Susan M. Disharoon, for and during the period of her natural life only, and after making a specific bequest by the third item thereof, by the fourth item thereof devised and bequeathed, as follows, "from and after the death of my said wife, Susan M. Disharoon, I give, devise and bequeath all the rest and residue of my estate as follows, "I give, devise and bequeath one-half of the rest and residue of my estate unto the said Seth V. Parks, his heirs, personal representatives and assigns, and I give, devise and bequeath the other one-half of the rest and residue of my estate unto George W. Pearson, Harry D. Pearson, Hazel Pearson Dukes and Clifford Pearson (children of my deceased sister, Annie Pearson), unto Margaret Disharoon Howard and Woodland Disharoon (children of my deceased brother, Lawrenson D. Disharoon), unto Susan Dryden (niece of my wife, Susan M. Disharoon) and unto Effie Dryden (sister of my wife, Susan M. Disharoon), their heirs, personal representatives and assigns, share and share alike" and your orator alleges that the real estate hereinbefore mentioned passed under the said fourth item of the said last will and testament of the said Joseph W. Disharoon.

Fourth. That the said Susan M. Disharoon departed this life on the 10th day of January, nineteen hundred and thirty-seven.

Fifth. That the said Susan Dryden departed thislife, intestate, on or about the 30th day of January, nineteen hundred and thirty-seven, leaving no husband surviving her, but leaving George R. Atkinson and Jean Turner as her only children and heirs at law.

Sixth. That the said Harry D. Pearson intermarried with the defendant, Janet S. Pearson, that the said Hazel Pearson Dukes intermarried with the defendant, Clarence Dukes, that the said Clifford Pearson intermarried with the defendant, Helen V. Pearson, and that the said Margaret Disharoon Howard intermarried with the defendant, Charles Howard, and that all the defendants are above the age of twenty-one years, except the said George R. Atkinson and Jean Turner, who are infants under the age of twenty-one years.

Seventh. That the said defendants, Margaret Disharoon Howard, and Charles Howard, her husband, and Woodland Disharoon reside in Talbot County, in the State of Maryland; that the defendant, George R. Atkinson resides in Cecil County, in the State of Maryland, and that the defendants, George W. Pearson, Harry D. Pearson and Janet S. Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, and Jean Turner are non-residents of the State of Maryland.

Eighth. That the said real estate is not susceptible of partition, without material loss and injury to the parties entitled to interests therein, as above stated, and that in order to make division of said interests it will be necessary that said real estate be sold, and the proceeds divided among the parties entitled thereto according to their respective interests, but your orators are unable to obtain adequate relief, or make sale of said real estate without the aid of this Honorable Court.

To the end therefore:

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed among the parties entitled thereto according to their respective interests.

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

May it please your Honors to grant unto your orators the order of publication giving notice to the said George W. Pearson, Harry D. Pearson and Janet S. Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, Effie Dryden and Jean Turner, who are non-residents of the State of Maryland, of the object and sub-

stance of this bill, and warning them, and each of them, to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of the State of Maryland of subpoena directed to the said Margaret Disharoon Howard and Charles Howard, her husband, and Woodland Disharoon, of Talbot County, in the State of Maryland, and also the writ of the State of Maryland of subpoena directed to the said George R. Atkinson (infant), of Cecil County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on or before a certain day to be named therein, to show cause, if any they have, why a decree ought hot to be passed as prayed.

And as in duty bound, etc.

Clarence P. Lankford
Solicitor for Complainants.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

To Margaret Disharoon Howard, Charles Howard, Woodland Disharoon of TALBOT 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 April next to answer the complaint of Seth V. Parks and 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 1st day of March Anno Domini 1937 ISSUED the 9th day of March Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

To George R. Atkinson (infant) of CECIL 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 April next to answer the complaint of Seth V. Parks & 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 1st day of March Anno Domini 1937 ISSUED the 9th day of March Anno Domini 1937.

Per order

J. Millard Tawes, Clerk.

At which said first Monday in April, in the year nineteen hundred and thirty-seven, 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 Talbot County, Samuel G. Carroll, to whom the first writ was, in form aforesaid delivered for service, and Eugene Racine, Sheriff of Cecil County, to whom the second writ 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 omnes.

Samuel G. Carroll
Sheriff of Talbot County

To the second of said writs:

Summoned George R. Atkinson, infant, by reading and leaving a copy of summons with him also summoned George Atkinson in whose custody I found the said George T. Atkinson, infant, this

29th day of March, 1937.

Eugene Racine, Sheriff

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

I, Joseph W. Disharoon, of Somerset County, in the State of Maryland, being of sound and disposing mind, memory and understanding, and contemplating the certainty of death, but the uncertainty of the time thereof, do make this my last will and testament, inmanner following, that is to say:-

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate, as follows:

Item 1. In the event I survive my wife, Susan M. Disharoon, I give, devise all that lot or parcel of land, with the improvements thereon, in theTown of Crisfield, Somerset County, in the State of Maryland, where I now reside, on the West side of Somerset Avenue, adjoining the land of John T. Handy on the South, the land of William M. Wooster on the North, and the land of James A. Somers on the west, (which said property was conveyed to me and my said wife, Susan M. Disharoon, as tenants by the entireties), into Seth V. Parks, son of my said wife, Susan M. Disharoon, his heirs and assigns.

Item 2. All the rest and residue of my property and estate, of every kind and description, real, personal and mixed, and wheresoever situated, I give, devise and bequeath unto my wife, Susan M. Disharoon, for and during the period of her natural life only, but if in any year during the lifetime of my said wife, the net income from my estate shall not amount to the sum of thirty-five hundred dollars ($3,500.00), then my wife is to receive from the corpus of my estate the difference between the actual net income received by her therefrom, and the sum of thirty-five hundred dollars $3,500.00), per annum, and I hereby authorize my said wife, Susan M. Disharoon, to sell and dispose of such part of my stocks, bonds and other securities as may be necessary to carry out the above purpose.

Item 3. From and after the death of my said wife, Susan M. Disharoon, I give and bequeath unto the said Seth V. Parks, son of my wife, Susan M. Disharoon, the sum of Ten Thousand Dollars ($10,000.00.

Item 4. From and after the death of my said wife, Susan M. Disharoon, I give, devise and bequeath all the rest and residue of my estate, as follows: I give, devise and bequeath one-half of the rest and residue of my estate unto the said Seth V. Parks, his heirs,personal representatives and assigns, and I give, devise and bequeath the other one-half of the rest and residue of my estate, unto George W. Pearson, Harry D. Pearson, Hazel Pearson Dukes and Clifford Pearson (childfen of my deceased sister, Annie Pearson), unto Margaret Disharoon Howard and Woodland Disharoon (children of my deceased brother, Lawrenson D. Disharoon), unto Susan Dryden (niece of my wife, Susan M. Disharoon), their heirs, personal representatives and assigns, share and share alike.

Item 5. I hereby constitute and appoint my said wife, Susan M. Disharoon, and my friend, Warren F. Sterling, and the survivor of them, to be the Executors of this my last will, and testament, hereby revoking all other wills and codicils by me heretofore made, and as I have entire confidence in my said Executors, I desire that they shall be excused from the necessity of giving bond for the performance of their duties as such Executors, and I hereby direct that my said executors and the survivor of them, in the distribution of my estate shall be allowed only the sum of one thousand dollars ($1,000.00) in full for their services and commissions as such executors.

In witness whereof, I have hereunto subscribed my name and affixed my seal this 19th day of January, in the year nineteen hundred and thirty-five.

Joseph W. Disharoon.

~~Exxxexxxx

Signed, sealed, published and declared by the abovenamed testator as and for his last will and testament, in the presence of us, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

Effie Dryden failed to keep her promise to make her home with us for company for my wife.

J. W. Disharoon.

J. Coyne Sterling

F. Doyle Tyler

Clarence P. Lankford

SOMERSET COUNTY, to wit: Feby. 3, 1936.

THEN CAME Susan M. Disharoon and in the presence of Almighty God, solemnly promised and declared that the foregoing instrument of writing is the true and whole last Will and Testament of Joseph W. Disharoon, late of Somerset County, deceased, that hath come to her hands or possession, and that she doth not know of any other and that the same was found in his safe deposit box in the vault of the Bank of Crisfield.

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

SOMERSET COUNTY, to wit: Feb. 6, 1936.

THEN CAME J. Coyne Sterling, F. Doyle Tyler and Clarence P. Lankford, the subscribing witnesses to the foregoing last Will and Testament of Joseph W. Disharoon, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testator therein named, sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament. That at the time of his so doing, he was, to the best of their apprehension of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that they subscribed their names as witnesses to this Will in the presence, and at the request of the Testator, and in the presence of each other.

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

STATE OF MARYLAND, SCT.

In the Orphans' Court for Somerset County:

The Court having carefully examined the above last will and Testament of Joseph W. Disharoon, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 11th. day of February, 1936, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Joseph W. Disharoon deceased.

Charles W. Goldsborough

J. Henry Bedsworth

Warren C. Gunby

Judges of the Orphans' Court for Somerset County

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

State of Maryland, Somerset County, SS.

I, Florence E. Dryden, Register of Wills and by law keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Somerset County, DO HEREBY CERTIFY that the foregoing is a true and full copy of the last will and testament of Joseph W. Disharoon, late of said county, deceased, taken from the original now on file and the same being one of the Records kept in the office of the Register of Wills for Somerset County.

SEAL

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

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 order of publication was issued, to wit:

Seth V. Parks and Margaret Parks, his wife	)	No. 5017 Chancery.
vs.	)	In the Circuit Court for
George W. Pearson and others	)	Somerset County.
	)	

The object of this suit is to procure a decree for the sale of certain real estate in the Town of Crisfield, Somerset County, in the State of Maryland, in the bill of complaint in the above entitled cause mentioned.

The bill alleges that Joseph W. Disharoon, late of Somerset County, Maryland, deceased, was seized and possessed of certain real estate in the Town of Crisfield, Somerset County, in the State of Maryland, consisting of two lots on the North-west side of the New York, Philadelphia and Norfolk Railroad, on one of which lots stands the building known as the "Colonial Hotel", and the second an unimproved lot adjoining the "Colonial Hotel property, and extends from said hotel lot to Seventh Street, and of one other lot, unimproved on Fourth Street; that being so thereof seized and possessed, the said Joseph W. Disharoon departed this life on or about the first day of February, 1936, leaving a last will and testament duly executed to pass real estate in the State of Maryland, which said last will and testament has been duly admitted to probate in the Orphans Court for said Somerset County; that by said last will and testament the said Joseph W. Disharoon devised and bequeathed all his property and estate, of every kind and description, real and personal, unto his wife, Susan M. Disharoon, for and during the period of her natural life only, and after making a certain bequest and devise, by the residuary clause of said last will and testament, devised and bequeathed all the rest and residue of his estate, after the death of his wife, Susan M. Disharoon, as follows, one-half of the rest and residue of his estate unto Seth V. Parks, and the other one-half of the rest and residue of his estate unto George W. Pearson, Hazel Pearson Dukes, Clifford Pearson, Margaret Disharoon Howard, Woodland Disharoon, Susan Dryden and Effie Dryden, their heirs, personal representatives and assigns, share and share alike; that the real estate hereinbefore mentioned passed under the residuary clause of said last will and testament; that the said Susan M. Disharoon departed this life on or about the tenth day of January, 1937; that the said Susan Dryden departed this life on or about the 30th day of January, 1937, leaving no husband surviving her but leaving George R. Atkinson and Jean Turner as her only children and heirs at law, that the said Harry D. Pearson intermarried with Janet Pearson, that the said Hazel Pearson Dukes intermarried with Clarence Dukes, that the said Clifford Pearson intermarried with Helen V. Pearson; that the said Margaret Disharoon Howard intermarried with Charles Howard; that all the parties are above the age of twenty-one years, except the said George R. Atkinson and Jean Turner, who are infants under the age of twenty-one years; that the said real estate is not susceptible of partition, without material loss and injury to the parties entitled to interests therein; that the said George W. Pearson, Harry D. Pearson and Janet S. Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes her husband, Clifford Pearson and Helen V. Pearson, his wife, and Jean Turner are non-residents of the State of Maryland.

It is thereupon, this 9th day of March, 1937, by the Clerk of the Circuit Court for Somerset County, ordered that the complainants by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 16th day of April, 1937, give notice to the said George W. Pearson, Harry D. Pearson and Janet S. Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, and Jean Turner, non-resident defendants in this cause, of the object and substance of the bill of complaint, warning them, and each of them, to be and appear in this Court, in person or by solicitor, on or before the 6th day of May, 1937, 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 twelfth day of April, in the year nineteen hundred and thirty-seven, the following answer of Effie Dryden was filed, to wit:

Seth V. Parks and wife	)	No. 5017 Chancery.
vs.	)	In the Circuit Court for
George W. Pearson and others	)	Somerset County.
	)	

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

The answer of Effie Dryden, one of the defendants in the above entitled cause, to the bill of complaint of Seth V. Parks and wife against her and others in this Court exhibited.

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

And as in duty bound etc.

Witness: Effie Dryden

Marie B. Jacque

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

Seth V. Parks and wife	)	No. 5017 Chancery
vs.	)	In the Circuit Court for
George W. Pearson and others	)	Somerset County.
	)	

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

The petition of the complainants in the above cause respectfully represents:

That the order of publication heretofore passed in this cause, giving notice to Jean Turner, non-resident infant defendant, has been duly published according to its provisions, and that George R. Atkinson, infant defendant in the above cause, has been duly summoned, but being infants they cannot answer and defend this suit, for themselves, and have no guardian within the jurisdiction of this Court to answer and defent for them.

The complainants therefore pray your Honors to appoint a guardian ad litem to appear and answers for said infants.

And as in duty bound etc.

Clarence P. Lankford

Solicitor for Complainants.

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

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, this 26th day of May, nineteen hundred and thirty-seven, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Jean Turner and George R. Atkinson, 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 answer of Jean Turner and George R. Atkinson, infant defendants in the above cause, by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County, to the bill of complaint of Seth V. Parks and wife against them and others in the said Court exhibited.

These defendants, for answer to the said bill of complaint, by their said guardian, answer an say, that being ignorant of the matters charged in said bill of complaint, and being infants

of tender years, they can not admit any of the allegations of said bill, but submit their rights to the protection of this Honorable Court.

And as in duty bound, etc.

James R. Stewart
Guardian ad litem.

and thereafter, to wit, on the twenty-sixth day of May, 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:

Seth V. Parks and wife	)	No. 5017 Chancery
vs.	)	In the Circuit Court for
George R. Pearson and others	)	Somerset County.
_____	)	

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

The petition of the complainants respectfully represents:

That the order of publication heretofore passed in this cause has been duly published according to its provisions, and that Jean Turner, non-resident infant defendant mentioned in the bill of complaint and in said order of publication, has answered said bill of complaint by guardian ad litem specially appointed by this Court; that the non-resident adult defendants, George W. Pearson, Harry D. Pearson and Janet Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, non-resident adult defendants, mentioned in the bill of complaint and in said order of publication, have failed to appear to or answer the bill of complaint within the time prescribed by the rules of this Court; that the infant defendant, George R. Atkinson, has been duly summoned to appear to the bill of complaint, and has answered said bill of complaint by guardian ad litem specially appointed by this Court; that the said adult defendants, Margaret Disharoon Howard and Charles Howard, her husband, and Woodland Disharoon have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, and that the adult defendant, Effie Dryden, has answered said bill of complaint.

The complainants therefore pray that the bill of complaint in this cause may be taken pro-confesso against the said George W. Pearson, Harry D. Pearson and Janet Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, Margaret Disharoon Howard and Charles Howard, her husband, and Woodland Disharoon, non-appearing adut defendants, and that the complainants have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.

Clarence P. Lankford
Solicitor for Complainants.

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

Seth V. Parks and wife	)	No. 5017 Chancery
vs.	)	In the Circuit Court for
George W. Parson and others	)	Somerset County.
_____	)	

It appearing in the above entitled cause, that theorder of publication heretofore passed in this cause has been duly published according to its provisions, and that Jean Turner, non-resident infant defendant, mentioned in the bill of complaint and in said order of publication, has answered said bill of complaint by guardian ad litem specially appointed by this Court; that the non-resident adult defendants, George W. Pearson, Harry D. Pearson and Janet Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson,

his wife, non-resident adult defendants mentioned in the bill of complaint and in said order of publication, have failed to appear or answer said bill of complaint within the time prescribed by said order and the rules of this Court; that the infant defendant, George R. Atkinson, has been duly summoned to appaar to the bill of complaint, and has answered said bill of complaint by guardian specially appointed by this Court; that the said adult defendants, Margaret Disharoon Howard and Charles Howard, her husband, and Woodland Disharoon have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer the said bill of complaint within the time prescribed by the rules of this Court, and that the said adult defendant, Effie Dryden, has answered said bill of complaint.

It is thereupon this 26th day of May, nineteen hundred and thirty-seven, on the foregoing petition, ordered, adjudged, and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro-confesso against the said George W. Pearson, Harry D. Pearson and Janet Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, Margaret Disharoon Howard and Charles Howard, her husband, and Woodland Disharoon, non-appearing and non-answering adult defendants, and it is further ordered that the complainants have leave to take testimony before one of the standing examiners of this Court.

James M. Crockett, Judge.

And afterwards, to wit, on the ninth day of June, 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, made return thereof to the Court here in the words following, to wit:

Seth V. Parks and Margaret Parks, his wife	)	No. 5017 Chancery
	)	In the Circuit Court for
vs.		
George W. Pearson and others	)	Somerset County.
	).	

In this casue an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt, of Crisfield, Maryland, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, duly appointed, sworn etc., do hereby certify that on this 8th day of June 1937, in Somerset County, aforesaid, I did take the following testimony, to-wit:

Seth V. Parks, 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 Seth V. Parks, my age is 59 years, my residence at the present time is Crisfield, Somerset County, Maryland and my occupation is that of a Printer.

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

Ans. I and my wife, Margaret Parks, at present time reside in Crisfield, Maryland. I am not acquainted personally with all the defendants, in this cause, but I know who they all are and where they reside. George W. Pearson, Harry D. Pearson and Janet S. Pearson, his wife, Hazel Pearson Dukes and Clarence Dukes, her husband, Clifford Pearson and Helen V. Pearson, his wife, Effie Dryden, and Jean Turner are non-residents of the State of Maryland. The defendants Margaret Disharoon Howard and Charles Howard, her husband, and Woodland Disharoon reside in Talbot County, Maryland, and the said George R. Atkinson resides in Cecil County, Maryland. All the parties to this suit are above the age of twenty-one years except the said Jean Turner and George R. Atkinson, who are infants under the age of twenty-one years.

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

leave a widow?

Ans. I was well acquainted with the said Joseph W. Disharoon. He was my step-father. He is dead, having died on or about the first day of February, 1936. The said Joseph W. Disharoon left a last will and testament, and the paper now shown me, marked Exhibit "A", is a certified copy of said last will and testament. The said Joseph W. Disharoon left a widow, Susan M. Disharoon, my mother, surviving him, and the said Susan M. Disharoon departed this life on the tenth day of January, 1937.

Int. 4 Were you or not acquainted with Susan Dryden, mentioned in the said last will and testament of the said Joseph W. Disharoon, and if so is she living or dead, and if dead, when did she die? Did she or not die intestate, and who are her heirs at law, and their ages?

Ans. I was acquainted with the said Susan Dryden mentioned in the last will and testament of the said Joseph W. Disharoon. She is dead, having died on the thirtieth day of January, 1937, intestate, leaving the defendants in this cause, Jean Turner and George R. Atkinson, as her only children and heirs at law, both of said children being infants under the age of twenty-one years.

Int. 5 Please state whether or not the said Joseph W. Disharoon was possessed of any real estate in Somerset County, Maryland, at the time of his death, and if so, where is the same located, and what in your opinion is its value?

Ans. The said Joseph W. Disharoon at the time of his death was seized and possessed of two lots of land in the town of Crisfield, Somerset County, Maryland, one being located on the Northwest side of the New York, Philadelphia and Norfolk Railroad, improved by the large building known as the "Colonial Hotel", and the other being a small unimproved lot on the West side of Fourth Street. I should think the whole property worth from $2500. to $3000.

Int. 6 Please state whether or not, in your opinion, the said real estate of which the said Joseph W. Disharoon died seized and possessed, is susceptible of partition among the parties entitled to interests therein, without material loss and injury to them? Please give your reason for your opinion?

Ans. The said real estate is not susceptible of partition among the parties entitle to interests therein as set forth in said last will and testament, without material loss and injury to them, and in order to make division of said interests it is necessary that said real estate be sold, and the proceeds divided among the parties entitled to interests therein, according to their respective interests. As there is only two pieces of property involved, and a large number of parties interested, owning such different interests, it is not possible to divide the said real estate.

COURT'S QUESTION?

Ans. I know nothing further material to this cause.

Witness: Seth V. Parks

E. P. Wyatt
Examiner

Fred N. Holland, a witness of lawful age, produced on the part of the complainants, being by me first duly sworn, deposes and says:

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

Ans. My name is Fred N. Holland, my age is 56 years, my residence is Crisfield, Somerset County, Maryland, and my occupation is that of an Insurance Agent.

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 acquainted with Seth V. Parks and his wife, Margaret Parks, the complainants, and I am also acquainted with the defendants, Margaret Disharoon Howard and Charles Howard, her husband, Woodland Disharoon and Effie Dryden. I am not personally acquainted with the other defendants in this cause, but I know who they are. I understand from reliable information, that

the said Margaret Disharoon Howard and Charles Howard, her husband, and Woodland Disharoon reside in Talbot County, Maryland, and the defendant, George R. Atkinson resides in Cecil County, Maryland, and that the other defendants in this cause are non-residents of the State of Maryland. I also am reliably informed that all the parties to this suit are above the age of twenty-one years, except the said Jean Turner and George R. Atkinson who are infants under the age of twenty-one years.

Int. 3 Were you or not acquainted with Joseph W. Disharoon? If so, is he living or dead? If dead, when did he die? Did he or not leave a last will and testament? Did he leave a widow?

Ans. I was well acquainted with Joseph W. Disharoon. He died on or about the first day of February, 1936, leaving a last will and testament, and the paper now shown me, marked Exhibit "A" is a certified copy of said last will and testament. The said Joseph W. Disharoon left surviving him his widow, Mrs. Susan M. Disharoon, and Mrs. Susan M. Disharoon departed this life on or about the tenth day of January, 1937.

Int. 4 Were you or not acquainted with Susan Dryden, mentioned in the said last will and testament of the said Joseph W. Disharoon? If so, is she living or dead, and if dead, when did she die? Did she or not die intestate? Who are her heirs at law, and their ages?

Ans. I was acquainted with the said Susan Dryden. She died a short time after the death of Mrs. Susan M. Disharoon. I understand that she died without a will, and that she left as her only heirs at law two children, the defendants, Jean Turner and George R. Atkinson, both of whom are infants under the age of twenty-one years.

Int. 5 Please state whether or not the said Joseph W. Disharoon was possessed of any real estate in Somerset County, Maryland, at the time of his death, and if so, where is the same located, and what in your opinion is its value?

Ans. I am reliably informed that the said Joseph W. Disharoon at the time of his death owned two parcels of land in the Town of Crisfield, Somerset County, Maryland, one a lot of land on the Northwest side of the New York, Philadelphia and Norfolk Railroad, improved by the large building known as the "Colonial Hotel", and the other a small unimproved lot on the West side of Fourth Street. I should think the whole property worth from $2500. to $3000.

Int. 6 Please state whether or not, in your opinion, the said real estate of which the said Joseph W. Disharoon died seized and possessed is susceptible of partition among the parties entitled to interests therein, without material loss and injury to them? Give your reason for your opinion?

Ans. In my opinion the said real estate is not susceptible of partition among the parties entitled to interest therein, without material loss and injury to them, and that in order to make division of said interests it is necessary that said real estate be sold, and the proceeds divided among the parties entitled to interests therein, according to their respective interests. As there is only two pieces of real estate of different values, and according to said last will and testament there are so many persons owning different interests, it is impossible to divide the property among them.

COURTS QUESTION?

Ans. I know nothing further material in this cause.

Witness: Fred N. Holland

E. P. Wyatt
Examiner

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

Bill of costs:

Examiner $ 4.00

Witness my hand and seal Edward P. Wyatt (SEAL)
EXAMINER IN CHANCERY

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

Seth V. Parks and wife	)	In Equity in the Circuit Court for
vs.	)	Somerset County,
George W. Pearson and others	)	No. Chancery.
	)	

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

It is thereupon this 30th day of June, in the year nineteen 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, be sold.

That Clarence P. Lankford be, and he is hereby appointed Trustee to make such sale; the course and manner of his proceeding shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk, in the penalty of six 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 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 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.

James M. Crockett, Judge.

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

Know all men by these presents that, we, Clarence P. Lankford, as principal, and the United States Fidelity & Guaranty Insurance Company, a body corporate, fuly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by the presents, sealed with our seals, and dated this 9th day of July, in the year nineteen hundred and thirty-seven.

Whereas, the said Clarence P. Lankford by virute of a decree of the Circuit Court for Somerset County, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the suit of Seth V. Parks and wife versus George W. Pearson and others, now pending in said Court, the same being No. 5017 on the Chancery docket thereof.

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

In testimony whereof, the said Clarence P. Lankford has set his hand and seal, and the United States Fidelity & Guaranty Insurance Company, a body corporate, has caused these presents to be signed by Phoebe P. Gardner, its Attorney in Fact, and its corporate seal to be affixed hereto, per power of attorney recorded in the office of the Clerk of the Circuit Court for Somerset County, Maryland, in Liber J. M. T. No. 110 folio 245 &c.

Clarence P. Lankford (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Wit: R. M. Jones. CORPORATE SEAL

BY: Phoebe P. Gardner
Attorney in Fact, per power of Attorney duly recorded among said Land Records as aforesaid.

Which said Bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

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

Seth V. Parks and Margaret Parks, his wife	)	No. 5017 Chancery
vs.	)	In the Circuit Court for
George W. Pearson and others	)	Somerset County.
	)	

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR SOMERSET COUNTY, IN EQUITY.

The report of Clarence P. Lankford, trustee, appointed by a decree of this Court, passed in the above entitled cause, bearing date the thirtieth day of June, in the year nineteen hundred and thirty-seven, to make sale of the real estate thereinmentioned, respectfully represents:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other pre-requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale, by advertisements inserted in the "Crisfield Times", a newspaper published in Somerset County, in the State of Maryland, for more than three weeks 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, in the State of Maryland, on Saturday, the twenty-fourth day of July, 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 property mentioned in said decree, the same being the property of which Joseph W. Disharoon, late of said Somerset County, deceased, died seized and possessed, in manner following, that is to say: Your trustee first offered at public sale to the highest bidder, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the Northwest side of the New York, Philadelphia and Norfolk Railroad, fronting sixty-one (61) feet on said railroad, and running back a distance of one hundred and fifty (150) feet, and improved by the large building known as the "COLONIAL HOTEL", the same being all the real estate and premises conveyed unto the said Joseph W. Disharoon by Thomas J. Dixon and wife and Gordon T. Atkinson,

Surviving Trustee, by deed bearing date the twenty-sixth day of May, in the year eighteenhundred and ninety-six, and recorded among the Land Records of said Somerset County in Liber O. T. B. No. 20 folio 107 etc, and also all the real estate and premises conveyed unto the Joseph W. Disharoon by two deeds, one from Gordon T. Atkinson, Surviving Trustee, bearing date the twenty-first day of October, in the year eighteen hundred and ninety-six, and recorded among the said Land Records in Liber O. T. B. No. 20 folio 129 etc, and the other from Thomas J. Dixon and wife bearing date the eighth day of December, in the year eighteen hundred and ninety-six, and recorded among said Land Records in Liber O. T. B. No. 20 folio 278, except so much thereof as has been conveyed by the said Joseph W. Disharoon and wife, unto Paul Cullen by deed bearing date the seventeenth day of December, in the year nineteen hundred and twenty-nine, and recorded among said Land Records in Liber G. W. L. No. 99 folio 456 etc, whereupon Seth V. Parks, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of sixteen hundred and twenty-five dollars ($1,625.00), and said purchaser has complied with the terms of said sale to the satisfaction of your trustee.

Your trustee next offered at public sale to the highest bidder, all that lot or parcel of land situate, lying and being in the said Town of Crisfield, County and State aforesaid, (said lot being unimproved), on the West side of South Fourth Street, fronting twenty-five feet, more or less, on said South Fourth Street, and running back a distance of one hundred and twenty-nine feet, adjoining the land formerly belonging to Joseph Poleyett on the North, and the land of Fred L. Godman on the South, whereupon Solomon S. Crandall, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of one hundred dollars ($100.00), and said purchaser has complied with the terms of said sale to the satisfaction of your trustee.

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

Respectfully submitted.

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 3rd day of August, in the year nineteen hundred and thirty-seven, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, 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:

Seth V. Parks and Margaret Parks, his wife	)	No. 5017 Chancery
vs.	)	In the Circuit Court for
George W. Pearson and others	)	Somerset County
_____	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 3rd day of August, nineteen hundred and thirty-seven, that the sale of proceedings mentioned in these proceedings, made and reported by Clarence P. Lankford, Trustee, mentioned by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of September, 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 4th day of September, 1937.

The report states the amount of sales to be $1,725.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the 8th day of September, 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:

Seth V. Parks and Margaret Parks, his wife	)	No. 5017 Chancery
vs.	)	In the Circuit Court for
George W. Pearson and others	)	Somerset County.
	)	

Ordered by the Circuit Court for Somerset County this 8th day of September, nineteen hundred and thirty-seven, that the sale of property made and reported by Clarence P. Lankford, trustee as aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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	)	Be it remembered that heretofore to wit, on the
	)	sixth day of July, in the year nineteen hundred
Under power of sale in a mortgage from Lula Bell and James N. Bell, her husband, to Home Owners Loan	)	and thirty-seven, a certain Harry C. Dashiell, of
Corporation, and assigned to Harry C. Dashiell for collection and	)	Somerset County and State of Maryland, in his
foreclosure	)	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 James N. Bell and Lulu E. Bell, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 24th day of April, 1934, by and between James N. Bell and Lulu E. Bell, 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 one thousand two hundred fifty-one & 22/100 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 two hundred fifty-one & 22/100 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 $9.90 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 $5.21 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 $11.57, 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 Crisfield, Somerset County, State of Maryland, and described as follows, that is to say:

All that lot or parcel of land situate in the town of Crisfield, Somerset County, Maryland, beginning for the same on the westerly side of a public road known as Charlotte Avenue, leading from Cove Street and running southerly to the real estate now or formerly of Bert Carey, Raymond Tawes, Lucie Sheshee and others, 60 feet in a northerly direction from a private ditch (near a public gut) on said Charlotte Avenue and running in a northerly direction by and with said Charlotte Avenue a distance of 60 feet (the northern termination of said lot being 120 feet from the aforesaid private ditch to the land now or formerly of Benjamin F. Somers and wife) thence running in a westerly direction by and with the said Somers land a distance of 150 feet to a public ditch or drain, separating the land hereby conveyed from the land now or formerly of Eddie Moore, William Barnes and George Purnell, thence running in a southerly direction by and with a public ditch or drain a distance of 60 feet to the aforesaid Somers land; thence by and with said Somers land in an easterly direction a distance of 150 feet to the place of beginning, said lot fronting 60 feet on said Charlotte Avenue on the east, being bounded for the public ditch or drain on the west and on the north and south being bounded by said land of Benjamin F. Somers and wife.

Being the same land and premises as conveyed from Benjamin F. Somers and Annie R. Somers, his wife, unto said Lulu Bell, by deed dated May 10, 1920, and recorded among the Land Records Books for Somerset County in Liber W. J. S. No. 81, folio 14 &c.

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 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 assigns 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 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 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. James N. Bell (SEAL)

Lula E. Bell (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, that on this 24th day of April, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared James N. Bell and Lulu E. Bell, 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

My commission expires the sixth day of May, 1935. Notary Public NOTARY

Received for Record April 25th, 1934, and recorded in Liber J. M. T. No. 107, folio 124, 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 29th day of June, 1937.

WITNESS: Chas. B. Lyddane CORPORATE

Esther Reamer Regional Treasurer SEAL

Filed for 6th July, 1937, and recorded in Liber J. M. T. No. 107, folio 124.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE 18D-115

$1251.22 Crisfield, Maryland

April 24, 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 $1251.22, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $9.90 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 $5.21 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 $11.57 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 inthe 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 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.

James N. Bell (SEAL)
Charlotte Avenue,
Crisfield, Maryland

Lulu E. Bell (SEAL)
Charlotte Avenue,
Crisfield, 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 Fifteen Hundred Dollars ($1500.00), to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this Twentieth day of 21st July, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Lulu Bell and Husband to Home Owners Loan Corporation, dated April 24, 1934, recorded among the Land Records of Somerset County in Liber J. M. T. No. 107, folio 124, 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 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.

Signed, sealed and delivered
in the presence of:

Lolita R. Smith

CORPORATE
SEAL

Harry C. Dashiell (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 fourth day of August, 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 Lulu Bell and James N. Bell, her husband, to the Home Owners Loan Corporation, assigned by Home Owners Loan Corporation for collection and foreclosure	)	No. 5053 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 Lulu Bell and James N. Bell, her husband, to the Home Owners Loan Corporation, a corporation, dated April twenty fourth, 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 124 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 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, on Tuesday, the third day of August, 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 town of Crisfield, in Crisfield Election District, Somerset County, Maryland, lying and binding on the west side of Charlott Avenue, bounded on the north and south by the land of Benjamin F. Somers and on the west by a public ditch, said lot being sixty feet wide on Charlotte Avenue, and one hundred and fifty feet in depth, and whereon Lulu Bell and James N. Bell, her husband, reside; and being the same land which was conveyed unto the said Lulu Bell by Benj. F. Somers and wife, by deed dated May tenth, nineteen hundred and twenty, and recorded among said land records in Liber W. J.S. No. 81 folio 14 etc. This property is improved by a one 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 eleven hundred dollars ($1100.00), 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 4th day of August, 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.

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. 5053 Chancery
	)	In the Circuit Court
Under power in a mortgage from Lulu Bell and James N. Bell, her husband, to Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	)	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 4th day of September, 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 1st day of September, 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 8th day of September, 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:

Harry C. Dashiell, Assignee Ex parte	)	No. 5053 Chancery
	)	In the Circuit Court
Under power of sale in a mortgage from Lulu Bell and James N. Bell, 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 8th day of September, 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 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 within cause, since it appears that Harry C. Dashiell, the regular Auditor of said 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 Tawes, Clerk.

Edgar A. Jones, Attorney, Ex parte, under power in a mortgage from Gertrude M. Rowe and John B. Rowe, to Allen B. Crute

Be it remembered that heretofore, to wit, on the twenty-seventh day of July, in the year nineteen hundred and thirty-seven, a certain Edgar A. Jones, 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 Allan B. Crute, by a certain Gertrude M. Rowe and John B. Rowe, her husband, both of Lady, Virginia, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 20th day of July, in the year nineteen hundred and thirty-five, by Gertrude M. Rowe and John B. Rowe, her husband, both of Lady, Virginia, Witnesseth:

Whereas the said Gertrude M. Rowe and John B. Rowe are indebted unto Allan B. Crute, of Wicomico County and the State of Maryland, in the full sum of one thousand dollars,($1000.00), which said indebtedness is evidenced by the bill obligatory of the said Gertrude M. Rowe and John B. Rowe for the said sum, dated evenly herewith, payable to the order of the said Allan B. Crute as follows, one hundred dollars ($100.00), six months after date, one hundred dollars ($100.00), twelve months after date, one hundred dollars ($100.00) eighteen months after date and seven hundred dollars ($700.00), two years after date, with with interest on all unpaid balances payable semi annually from date hereof, and 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 Gertrude M. Rowe and John B. Rowe do hereby grant and convey to the said Allan B. Crute, his heirs and assigns, all the following lots or parcels of land, situate in Mt. Vernon Election District, Somerset County and the State of Maryland, and described as follows:

First: All that lot or parcel of land, situate as aforesaid, on the East side of a private road leading from the main County road to the residence of John S. Causey and beginning at a stone set up at the Southwest corner of the lot of land hereby conveyed and at a corner of the lands of Jesse Fisher and Ella Hopkins and on the East side of the aforesaid private road, and running from thence in a straight line an Easterly direction by and with the land of the said Fisher to a stone bounder set up at the Southeast corner of the lot of land hereby conveyed, thence in a straight line a Northerly course to a stone bounder set up at the Northeast corner of the land hereby conveyed and to the Southern boundry of the land of Virginia Causey, thence running in a straight line in a westerly course to a stone bounder set up at the Northwest corner of the lot hereby conveyed and to the lands of Ella Hopkins, thence by and with the lands of Ella Hopkins a southerly course to the place of beginning, containing one acre, more or less.

Second: All that lot or parcel of land situate as aforesaid and on the Southeast side of Wicomico River, containing 42,612 square feet or 977/1000 of an acre, more or less, which is laid down and described on a plat and certificate of survey made by Samuel F. Miles, Surveyor, and attached to and filed as part of a deed from Hiram Ulysses Henry N. Crockett and wife, to the said Allan B. Crute by deed dated July 19th, 1935, and recorded among the the land records of Somerset County in Liber J. M. T. No. _____, folio _____.

The above tracts of land being the same and all the lands which were conveyed to the said Gertrude M. Rowe by the said Allan B. Crute by deed dated evenly herewith and intended to be recorded among the land records of Somerset County, Maryland, to which said deed and all the references in it contained special reference is here made for a more full and complete description of the lands 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 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 Gertrude M. Rowe and John B. Rowe, 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 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 said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay the party advertising under said powers hereby granted all expenses incident, to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

Test: Gertrude M. Rowe (SEAL)
Gertrude M. Rowe

J. S. Cornick. John B. Rowe (SEAL)
John B. Rowe

STATE OF VIRGINIA, YORK COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of July, in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Virginia, in and for York County, personally appeared Gertrude M. Rowe and John B. Rowe, her husband, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed, and signed the same in my presence.

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

J. S. Cornick SEAL OF
Notary Public NOTARY

J. S. Cornick, Notary Public
My commission expires April 5, 1936.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 20th day of July, in the year nineteen hundred and thirty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Allan B. Crute, the mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Benjamin L. Barnes SEAL OF
Notary Public NOTARY

Received for Record 24th July, 1935, and recorded in Liber J. M. T. No. 108, folio 178, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For value received I hereby assign the within mortgage to Edward S. Bozman and guarantee the payment of same.

As witness my hand and seal this 24th day of July, 1935.

Witness: Benjamin L. Barnes. Allan B. Crute (SEAL)

Received for Record 24th July, 1935, and recorded in Liber J. M. T. No. 108, folio 178, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

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

Know all men by these presents, that we, Edgar A. Jones, Edward S. Bozman and Sally Wat Jones, 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, ($2,000.00), current money to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of August, in the year nineteen hundred and thirty seven.

Whereas by a mortgage dated July 20th, 1935, recorded among the land records of Somerset County in Liber J. M. T. 108 folio 178, Gertrude M. Rowe and John B. Rowe conveyed to Allan B. Crute certain real estate in said Somerset County, to secure the payment of the sum therein mentioned, and whereas the said Crute duly assigned said mortgage to the said Edward S. Bozman; and

whereas the said Edgar A. Jones, as attorney named in said mortgage and by virtue of the power and authority in it contained, 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 therefrom, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Edward S. Bozman (SEAL)

Benjamin L. Barnes. Edgar A. Jones (SEAL)

Sally-Wat Jones (SEAL)

Which said Bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

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

Edgar A. Jones, Attorney Ex parte	)	No. 5062 Chancery
	)	In the Circuit Court for
Under power in a mortgage from Gertrude M. Rowe and John B. Rowe, to Allen B. Crute.	)	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 Gertrude M. Rowe and John B. Rowe, her husband, to Allen B. Crute dated July 20, 1935, and by the said Crute assigned to Edward S. Bozman, the assignment being duly recorded among the land records of Somerset County in Liber J. M. T. 108, folio178, 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, therefore, 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 place, and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper published in said Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the twenty-first day of August, 1937, at 2:00 o'clock P. M. and then and there proceed to sell the property described in said mortgage, to wit:

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

First: All that lot or parcel of land situate as aforesaid on the East side of a private road leading from the main County road to the former residence of John S. Causey, adjacent to the lands formerly owned by Virginia Causey, and to that of Jesse Fisher and Ella Hopkins, containing one acre, more or less.

Second: All that lot or parcel of land situate as aforesaid and on the South east side of Wicomico River, containing 42612 sq. ft., more or less, laid down and accurately described on a plat and certificate of survey filed with a deed from Hiram U. H. N. Crockett and wife to the said Allen B. Crute, dated July 19, 1935, and recorded as aforesaid in Liber J. M. T. 106, folio 576.

The above lots being the same and all the land which was conveyed to the said Gertrude M. Rowe by Allen B. Crute and wife by deed dated July 20th, 1935, and 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 five hundred dollars ($500.00), the purchaser has complied with the terms of sale and your attorney has distributed the proceeds as follows:

Total receipts from sale		$ 500.00
To J. Millard Tawes, Clerk of the Court, costs	$ 21.00	
To Eastern Shore Republican, advertising and order nisi	22.00	
To George W. Wilson, auctioneer	2.00	
To Attorney, for his commission	39.00	84.00
Balance to be credited on mortgage debt		416.00
Principal of mortgage debt	$ 800.00	
Interest on mortgage debt	16.00	816.00
Balance due on mortgage debt		$400.00

Respectfully submitted,

Edgar A. Jones, Attorney.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify, that on this 24th day of August, nineteenhundred and thirty-seven, 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 Gertrude M. Rowe and John B. Rowe, to Allen B. Crute	)	No. 5062 Chancery
	)	In the Circuit Court
	)	for Somerset County,
	)	Maryland.

Ordered that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of September, 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 24th day of September, 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 28th day of September, 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:

Edgar A. Jones, Attorney Ex parte, under power in a mortgage from Gertrude M. Rowe and John B. Rowe, To Allen B. Crute	)	No. 5062 Chancery
	)	In the Circuit Court
	)	for Somerset County,
	)	Maryland.

Order by the Court this 28th day of September, 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, under power in a mortgage from George Tilghman to the Peoples Bank of Somerset County	Be it remembered that heretofore to wit, on the ninth day of July, in the year nineteen hundred and thirty-five, a certain Edgar A. Jones, of Somerset County and State of Maryland, in his proper person, exhibited and filed

in the Circuit Court here, the original of a certain mortgage executed and delivered to the Peoples Bank of Somerset County by George Tilghman, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, made this twenty-ninth day of June, in the year nineteen hundred and twenty-five, by George Tilghman, of Somerset County, Maryland, witnesseth:

Whereas, the said George Tilghman is justly and bona fide indebted unto the Peoples Bank of Somerset County, Maryland, a body corporate, in the sum of six hundred and sixty-five dollars, for money this day loaned, evidenced by the bill obligatory of the said George Tilghman for the sum of six hundred and sixty-five 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 six hundred and sixty-five dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said George Tilghman hereby grants and conveys unto the said Peoples Bank of Somerset County, a Maryland corporation, its successors and assigns, all that lot or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the east side of Beckford Avenue, in the town of Princess Anne, bounded on the north by the land formerly owned by Wm. J. Phillips, on the west by Church Street, and on the south by the land of Lillie R. Waters; the land hereby conveyed being a part of the land which was conveyed to the said George Tilghman by Henry Page, trustee, by deed dated the 13th of July, 1894, recorded among the land records of said Somerset County in Liber H. F. L. No. 15, folio 55.

To which said deed and all the references and description therein contained, special reference is here made, as a part hereof, for full and accurate description of the property hereby mortgaged.

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

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

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

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said George Tilghman, the mortgagor, does hereby covenant to pay when legally demandable. But if default be made in the payment of the 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 Mortggee, its successors, or assigns, or L. Creston Beauchamp, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which

sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset county, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said 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 six hundred dollars, and to cause the policy to be effected thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said Mortgagee may be requiredto 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: George his x mark Tilghman (SEAL)

Allice C. Morris
L. C. Beauchamp.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, that on this 29th day of June, in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared George Tilghman, the mortgagor named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Omar J. Croswell, cashier of Peoples Bank of Somerset County, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he, the said Omar J. Croswell is the cashier and agent of the said Peoples Bank of Somerset County, and is authorized to make this affidavit.

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

Vernon E. White
Notary Public

SEAL OF
NOTARY

Received for Record 5th July, 1925, and recorded in Liber W. J. S. No. 89, folio 200 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

Under authority of an order of the Circuit Court for Somerset County, passed in Chancery Cause No. 4367, on 6th, 1935, the Peoples Bank of Somerset County, hereby assign the within and aforegoing mortgage to John J. Ghingher, duly appointed Receiver for said Peoples Bank of Somerset County.

Witness the Corporate seal of said Peoples Bank of Somerset County, and the hand of Robert F. Duer, Vice-President thereof, this 6th day of May, nineteen hundred and thirty-five.

Edgar A. Jones CORPORATE Robt. F. Duer (SEAL)
Witness. SEAL Vice-President, Peoples Bank of Somerset County.

Under authority of an order of the Circuit Court for Somerset County, and for the purpose of foreclosure, I hereby assign the within and aforegoing mortgage to Edgar A. Jones, of Somerset County, Maryland.

Witness my hand and seal this 7th day of May, nineteen hundred and thirty-five.

Madeline Duggan John J. Ghingher (SEAL)
Witness. Receiver for the Peoples Bank of Somerset County.

Filed for Record 9th July, 1935, and recorded in Liber W. J. S. No. 89, folio 200.

Test: J. Millard Tawes, Clerk.

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

KNOW all men by these presents that we, Edgar A. Jones, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 fourth day of September, nineteen hundred and thirty-seven.

WHEREAS, by mortgage dated the 29th of June, 1925, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 89, folio 200, a certain George Tilghman conveyed to the Peoples Bank of Somerset County, Maryland, certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and because of said default the said mortgage, by assignment dated May 7th, 1935, duly recorded among said land records, 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 the mortgaged personal property and is about to exercise said power by a sale of said property.

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

Edgar A. Jones (SEAL)
Principal

Test: CORPORATE SEAL THE MARYLAND CASUALTY COMPANY

James R. Stewart. 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 ninth day of September, 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:

Edgar A. Jones, Assignee, Ex parte,	)	No. 4719 Chancery
	)	In the Circuit Court for
Under power in a mortgage from George Tilghman to the Peoples Bank of Somerset County.	)	Somerset County.
	)	
	)	

To the Honorable, the Judges of said Court:

The report of Edgar A. Jones, Assignee, of a mortgage from George Tilghman to the Peoples Bank of Somerset County, dated June 29, 1925 and recorded among the land records of Somerset County in Liber W.J. S. No. 89, folio 200, 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 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 poster placed at the Court House door in Princess Anne, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the 7th day of September, 1937, at 2:00 o'clock P. M. and then and there proceed to sell the property described in said mortgage, to wit:

All that lot or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, and on the East side of Beckford Avenue, in the town of Princess Anne, bounded on the North by the land formerly owned by William J. Phillips, on the East by Church Street and on the South by the land of Lillie R. Waters, being part of the land which was conveyed unto the said George Tilghman by Henry Paige, Trustee, by deed dated July 13, 1894, and recorded among the land records of Somerset County in Liber H. F. L. 15 folio 55, and sold the same to Warren F. Sterling, Receiver for the Peoples Bank of Somerset County, he being then and there the highest bidder therefor, at and for the sum of five hundred dollars ($500.00) 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 1936 and 1937 State and county taxes	$ 23.24	
To the President & Commissioners of Princess Anne, for Municipal taxes 1932, '33, '34, '35, '36 & '37	37.86	
to L. Creston Beauchamp, Agent, premium on bond	10.00	
To J. Millard Tawes, Clerk of Court, costs	21.00	
To Marylander and Herald, publishing, advertisement and order nisi	18.00	
To Edwin B. Muir, auctioneer	2.00	
To Attorney, for fee	39.00	151.10
Balance to be credited on mortgage debt.		$ 348.90
Principal of mortgage debt	441.50	
Interest on mortgage debt	231.52	
Taxes previously paid	151.94	
Insurance previously paid	9.00	833.96
Balance due on mortgage debt		$ 485.06

Respectfully submitted,

Edgar A. Jones, Attorney

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 8th day of September, 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, attorney named in the forgoing 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	)	No. 4719 Chancery
	)	In the Circuit Court
Under power in a mortgage from George Tilghman to the Peoples Bank of Somerset County	)	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 12th day of October, 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 11th day of October, 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 twenty-second day of October, 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:

Edgar A. Jones, Assignee, Ex parte	)	No. 4719 Chancery
	)	In the Circuit Court
Under power in a mortgage from George Tilghman to the Peoples Bank of Somerset County.	)	for Someset County
	)	
	)	

Ordered by the Court this 22nd day of October, 1937, that the sale made and reported by the Assignee 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.

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STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said county, on the first Monday in November, being the first day of the same month, in the year of our Lord one thousand nine hundred and thirty-seven.

Were present, Hon. Benj. 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.

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

William G. Lankford vs. Addie F. Ford, W. Clyde Ford, Jr. & Charles E. Ford	Be it remembered that heretofore to wit, on the 2nd day of June, in the year nineteen hundred and thirty-seven, a certain William G. Lankford, by George H. Myers, his solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Addie F. Ford, W. Clyde Ford, Jr. & Charles E. Ford,

which said bill of complaint is in the words following, to wit:

William G. Lankford vs. Addie F. Ford, W. Clyde Ford, Jr., and Charles E. Ford	No. 5041 Chancery Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

Your orator complaining says:

First: That your orator and a certain W. Clyde Ford was in the life time of the said W. Clyde Ford, seized in fee simple as tenants in common of a certain farm located in said County in Westover Election District on the south side of the state road leading from Westover to Fairmount, title to which they acquired by deed from Donald E. Richards and wife, dated April first, nineteen hundred and thirty-five, and recorded among the land records of said Somerset County in Liber No. 106, folio 411, et seq., certified copy of which said deed is herewith filed as part hereof for a more particular description of the said farm marked plaintiff's exhibit "A".

Second: That being so seized of an undivided one-half interest in the aforesaid real estate the said W. Clyde Ford departed this life on or about the 2nd day of May, nineteen hundred and thirty-seven, intestate, leaving surviving as his sole heirs at law, to whom the aforesaid real estate descended, his widow the said defendant Addie F. Ford and two sons, the defendants, W. Clyde Ford, Jr., and Charles E. Ford, all of whom reside in said Somerset County, and all of whom are of full age except the said Charles E. Ford who is under the age of twenty one years.

Third: That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated and that in order to make division of said interest it will be necessary that said real estate be sold and the proceeds thereof divided among the said parties according to their several interests.

To the end therefore,

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

2. That the proceeds of said sale may be distributed among your orator and the said defendants according to their respective rights and interests.

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

May it please your Honor to grant unto your orator the writ of sub poena directed to the said Addie F. Ford and W. Clyde Ford, Jr., adults, and Charles E. Ford, infant, all 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 Plaintiff.

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

THIS DEED, Made this 1st day of April, nineteen hundred and thirty-five, by Donald E. Richards and Nyssa Richards, his wife, of Somerset County, in the State of Maryland, hereinafter called the grantors, witnesseth, that for and in consideration of the payment by William G. Lankford and W. Clyde Ford, hereinafter called the grantees of a mortgage from the said Grantors to the Bank of Somerset, a body corporate, upon the hereinafter conveyed real estate, for the sum of thirty-three hundred dollars, with interest from the 11th day of June, 1934, recorded among the land records of said Somerset County in Liber G. W. L. No. 95, folio 464 etc., and of the payment by the said grantees of all state and county taxes upon the said real estate, and in further consideration of the payment by the said grantees of a judgment rendered by Edgar A. Jones, a Justice of the Peace of the State of Maryland, in favor of C. H. Hayman & Sons Co., against the said Donald E. Richards, dated the 1st day of December, 1931, for the sum of twenty-seven dollars and forty-seven cents, with interest from date, recorded in the office of the Clerk of the Circuit Court for Somerset County on the 1st day of December, 1931, the said Donald E. Richards and Nyssa Richards, his wife, do grant and convey to the said William G. Lankford and W. Clyde Ford, as tenants in common, their heirs and assigns, in fee simple, all those lots or parcels of land in Westover District, Somerset County, Maryland, which were devised to the said Donald E. Richards by his father, Charles E. Richards, in his last will and testament duly admitted to probate by the Orphans Court for Somerset County, recorded among the testamentary records of said County in Liber L. R. No. 32, folio 510 etc., and further described as follows:

First: All that part of the land which was conveyed to the said Charles E. Richards by Harry S. Vallreth and wife by deed dated the 12th day of June, 1911, recorded among the land records of said county in Liber S. F. D. No. 57, folio 586 etc., which was devised to the said Donald E. Richards in said last will and testament, and therein described as follows, lying on the south side of the county road leading from Westover to Fairmount, and lying east of a ditch, which is the first ditch west of the barn on said farm, and which ditch runs southerly to a turn towards the west, and then runs westerly to a turn towards the south, and then runs southerly to the tax ditch, and thence by and with the tax ditch to the extent of the land owned by the said Charles E. Richards.

Second: All that lot of land containing four and one-half acres, more or less, which was conveyed to the said Charles E. Richards by Foster Matthews and wife by deed dated the 3rd day of June, 1916, recorded among said records in Liber W. J. S. No. 71, folio 262 etc.

And special reference is hereby made to said last will and testament and to said deeds and all the references in any of them contained, for full and particular description of the lands hereby conveyed.

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

To have and to hold said lands and premises above mentioned and described and hereby intended to be conveyed, together with the rights, privileges, advantages and appurtenances thereto belonging or appertaining, unto and to the proper use and benefit of the said William G. Lankford and W. Clyde Ford, as tenants in common, their heirs and assigns, in fee simple.

And the said Donald E. Richards and Nyssa Richards, his wife, covenant that they will warrant generally the property hereby conveyed, and that they will execute such other and further assurances as may be requisite.

Witness the hands and seals of the said grantors the day and year aforesaid.

Witness: Samuel H. Sudler $4.00 Revenue Stamp Donald E. Richards (SEAL)

Nyssa C. Richards (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 1st day of April, nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Donald E. Richards and Nyssa Richards, his wife, the grantors in the foregoing deed, and acknowledged said deed to be their respective act and deed, and I further certify that 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.

Seal of Notary Samuel H. Sudler
Notary Public

Received for record April 1, 1935, and recorded in Liber J. M. T. No. 106, folio 411, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, do hereby certify that the foregoing Deed is truly and correctly copied from Liber J. M. T. No. 106, folio 411, one of the Land Records of Somerset County.

SEAL OF COURT In testimony whereof I have hereunto subscribe my name and affix the seal of said Court this 2nd day of June, 1937.

J. Millard Tawes, Clerk.

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

Maryland, Somerset County, to wit:

SEAL OF COURT The State of Maryland,

To Addie F. Ford and W. Clyde Ford Jr of SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in June next to answer the complaint of William G. Lankford 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 3rd day of May Anno Domini 1937 ISSUED the 2nd day of June Anno Domini 1937.

Per order J. Millard Tawes, Clerk.

Maryland, Somerset County, to wit:

SEAL OF COURT The State of Maryland,

To Charles E. Ford, of SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in June next to answer the complaint of William G. Lankford 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 3rd day of May Anno Domini 1937 ISSUED the 2nd day of June Anno Domini 1937.

Per order J. Millard Tawes, Clerk.

At which said first Monday in June, in the year 1937, 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 within named defendant.

W. H. Dryden, Sheriff

Per I. H. Dorsey, Deputy

To the second of said writs:

Summoned and copy left with infant defendant also copy left with Addie F. Ford, mother and custodian of said defendant.

W. H. Dryden, Sheriff

Per I. H. Dorsey, Deputy

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

William G. Lankford	)	No. 5041 Chancery
vs.	)	Circuit Court for
Addie F. Ford, et al	)	Somerset County,
	)	Maryland.

- - - - - -

To the Honorable, the Judge of said Court:

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

That the defendant, Charles E. Ford has been duly summoned to appear to the bill of complaint in the above cause against him and others exhibited but being an infant he cannot 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 infant defendant.

And as in duty bound,

Geo.H. Myers

Solicitor for Petitioner.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 25th 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 George H. Myers, Solicitor aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Benjamin L. Barnes SEAL OF

Notary Public NOTARY

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

ORDERED, this 26th day of June, 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 Charles E. Ford infant defendant 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:

William G. Lankford	)	No. 5041 Chancery
vs.	)	Circuit Court for
Addie F. Ford, et al	)	Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The answer of Charles E. Ford, infant, by James R. Stewart, guardian ad litem duly appointed

by order of this Court to the bill of complaint of William G. Lankford, against him and others in the above cause, exhibited.

This defendant being an infant cannot admit any of the matters in said bill alleged and, therefore, submits his 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 twenty-sixth day of June, in the year nineteen hundred and thirty-seven, the following decree pro confesso and order to take testimony was filed, to wit:

William G. Lankford	)	No. 5041 Chancery
vs.	)	Circuit Court for
Addie F. Ford, et al	)	Somerset County, Maryland.

- - - - - -

The defendants, Addie F. Ford and W. Clyde Ford, Jr., having been duly summoned to the bill of complaint and having failed to appear thereto and answer said bill.

It is thereupon this 26th day of June, nineteen hundred and thirty-seven, 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 exmainers of this Court to support the allegations of said bill.

James M. Crockett
Judge.

And afterwards, to wit, on the nineteenth day of July, in the year nineteen hundred and thirty-seven, 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:

William G. Lankford	)	No. 5041 Chancery
vs.	)	In the Circuit Court for
Addie F. Ford, 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 Saturday, July seventeenth, nineteen hundred and thirty seven, I did take the following depositions, that is to say:

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

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

Ans. William G. Lankford, age 67 years, residence near Pocomoke City, in Dublin District, occupation farming.

Int. 2 Did you know W. Clyde Ford in his lifetime? Is he living or dead? If dead, when and where did he die? Did he leave a will and who are his heirs at law?

Ans. I did know W. Clyde Ford. He died May 2, 1937 at a Baltimore Hospital. He left no will that I have ever heard of and his heirs at law are his widow, Addie F. Ford, and his two sons, W. Clyde Ford Jr. and Charles E. Ford. The first named is of age and the other son is under the age of twenty one years. They all reside at Westover in this County.

Int. 3 Did you and W. Clyde Ford in his life time own any real estate together and if so, describe it?

Ans. We owned jointly at Westover the farm called the "Donald Richards" farm. It contains about 50 acres according to my guess. It was willed to Donalds Richards by his father but it has not been surveyed as far as I know. It is located on the south side of the State Road leading

from Westover to Fairmount, in Westover District, this County, and on the west side of the Railroad. It is the property where Donald Richards lives now. We rent it to him.

Int. 4 Look at the paper here shown you the same being Exhibit A. filed with the bill of complaint and state what it is?

Ans. It is a copy of a deed from Richards and his wife to Clyde Ford and myself for the land that I have just described. (Plaintiff here files with Examiner to be used as evidence in this cause certified copy of deed marked Exhibit "A" referred to by witness).

Int. 5 In what shares did you and Clyde owned this property together?

Ans. Equally, half and half.

Int. 6 Is or not the said real estate owned jointly by you and W. Clyde Ford's heirs susceptible of partition without material loss and injury to the parties entitled to interests therein? State your reasons for your answer.

Ans. It is not susceptible of partition. It only has onehouse and that is in one corner of the farm. The only way a division can be made is to sell it and divide the proceeds among the parties?

Court question and answer:

"No".

Test: Harry C. Dashiell W. G. Lankford

Exm.

Charles P. Barnes, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Charles P. Barnes, age 68 years; residence near Westover; occupation farming.

Int. 2 Did you know W. Clyde Ford in his life time. Is he living or dead? If dead, when and where did he die? Did he leave a will and who are his heirs at law?

Ans. I did know W. Clyde Ford. He died at a hospital in Baltimore on May 2, 1937. I understand that he left no will and his heirs at law are his widow, Addie Ford, and his two boys, one of whom, William, is of age, and the other, Charles, is a minor under twenty one years of age. They all reside in Westover in this County.

Int. Do you know of any real estate owned by W. Clyde Ford in common with William G. Lankford at the time of Mr. Ford's death? If so, describe it as best you can.

Ans. They owned together a part of the Ruark farm which Charles Richards willed to his son, Donalds. It is located on the south side of the State Road leading from Westover towards Fairmount and on the west side of the rail road. I do not know the acreage. It is improved by a bungalow and a barn.

Int. 4 What is your estimate of the value of this property?

Ans. In normal times it should be worth about $3000.00.

Int. 5 Is or not the said real estate susceptible of division or partition among the parties entitled to interests therein without material loss and injury to said parties and would it or not be for the benefit and advantage of said parties to sell the property as a whole and divide the proceeds between them.?

Ans. It should be sold and proceeds divided among the parties. It would not be advisable to divide it up into small lots. It could be done but they would not be worth as much as the farm would be when sold as a whole. It would be for the best interests of the parties to sell it as a whole and divide the money between the parties.

Court question and answer:

"No".

Test: Harry C. Dashiell C. P. Barnes

Exmr.

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 seventeenth day of July, nineteen hundred and thirty seven.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of costs:

Harry C. Dashiell	Examiner	$4.00
Chas. P. Barnes	witness etc.	1.25
		$5.25

And thereafter, to wit, on the fourth day of August, in the year nineteen hundred and thirty seven, the Circuit Court here passed the following decree in the premises, to wit:

William G. Lankford	) No. 5041 Chancery
vs.	) Circuit Court for Somerset
Addie F. Ford, 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 fourth day of August in the year nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, Maryland, in Equity, Adjudged, Ordered and Decreed, That the property in the proceedings mentioned be sold, and that 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 Three Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in said Somerset County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash on day of sale; one-third in six months and the balance in twelve months from said sale or all cash at the option of the purchaser. The credit portions, if any, to bear interest from day of sale and to be secured to the satisfaction of the said Trustee, and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficent deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

James M. Crockett,
Judge.

And thereupon, the said George H. Myers, Trustee, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, THAT WE, George H. Myers, as principal and William G. Lankford, as surety, both of Somerset County, State of Maryland, are held and firmly bound unto the

State of Maryland in the full and just sum of 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 fourth day of August, nineteen hundred and thirty-seven.

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 William G. Lankford, vs. Addie F. Ford, et al, now pending in said Court, the same being No. 5041 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 decfee, 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 Witness	Geo. H. Myers	(SEAL)
John Lankford Witness	W. G. Lankford	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the first day of September, 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:

William G. Lankford	)	No. 5041 Chancery
vs.	)	Circuit Court for Somerset
Addie F. Ford, et al	)	County, Maryland.
	)	

To the Honorable, the Judge of said Court:

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

That after giving bond with security for the faithful discharge of the trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in The Somerset News, a paper printed in said Somerset County once a week for three successive weeks before the day of sale he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the thirty-first day of August, 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 tracts of land whereon Donald E. Richards now resides located in Westover Election District in said Somerset County, lying and binding on the south side of the state road leading from Westover to Fairmount and on the west side of N. Y. P. & N. Railroad, containing fifty acres, more or less, and being the same and all of the land which was conveyed to William G. Lankford and W. Clyde Ford, by deed from the said Donald E. Richards and wife, dated April,1, 1935, and recorded among the land records of said Somerset County in Liber No. 106, folio 411.

And sold the same to Edward J. Ritzel and Augustus J. Ritzel, at and for the sum of twenty five hundred dollars, and the said purchasers have complied with the terms of said sale by paying eight hundred thirty three dollars and thirty-four cents on account of said purchase price in cash and have agreed to pay the balance in cash upon ratification of said sale by this Honorable Court.

Respectfully submitted,

Geo. H. Myers
Trustee.

State of Maryland, Somerset County, to-wit:

On this 1st day of September, 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 form of law that the matter and things stated in the aforegoing 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 here passed the following order, to wit:

William G. Lankford	)	No. 5041 Chancery
vs.	)	Circuit Court for Somerset
Addie F. Ford, et al	)	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 30th day of October, 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 29th day of October, 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 2nd day of November, 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;

ORDERED, by the Circuit Court for Somerset County in Equity, this 2nd day of November, nineteen hundred and thirty-seven, that the sale of real estate made and reported by George H. Myers, 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 that the Trustee be 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.

""

George H. Myers, Assignee,	)	Be it remembered that heretofore to wit, on the ninth day of
Ex parte under power in	)	September, in the year nineteen hundred and thirty-seven, a
mortgage from L. Wesley	)	certain George H. Myers, of Somerset County and State of Mary-
Beauchamp	)	land, 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 L. Wesley Beauchamp, of said county and State, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 28th day of May, in the year nineteen hundred and thirty-two, by L. Wesley Beauchamp, of Somerset County, in the State of Maryland, hereinafter called the mortgagor, Witnesseth:

Whereas the said mortgagor is indebted to the "Bank of Somerset", a body corporate, in the sum of four thousand five hundred and sixty-two dollars and thirty-one cents, which said debt is evidenced by the bill obligatory of the said mortgagor for said sum, dated evenly herewith, payable to the said Bank of Somerset one year after date, with interest from date, which said interest is payable semi-annually, and whereas the said mortgagor is also indebted to John Samuel

Webb, of said County and State, in the sum of eight hundred and fifty dollars, which said debt is evidenced by the bill obligatory of the said mortgagor for said sum, dated evenly herewith, and payable to the said John Samuel Webb, one year after date, with interest from date, payable semi-annually from date, and whereas for the purpose of further securing the payment of the said debts, evidenced by said bills obligatory, without priority or preference this mortgage is executed.

Now therefore this mortgage witnesseth, that for and in consideration of the premises, the said L. Wesley Beauchamp grants and conveys to the said Bank of Somerset, a body corporate, its successors and assigns, and the said John Samuel Webb, his heirs and assigns, without preference or priority, all that farm or tract of land, in Westover District, Somerset County, Maryland, known as the "Penuel Farm", containing two hundred and forty acres, more or less, being all the land which was devised to the said L. Wesley Beauchamp by his father, Levin H. Beauchamp, in his last will and testament, duly admitted to probate by the Orphans Court for Somerset County, and recorded among the testamentary records of said county in Liber S. C. L. No. 5, folio 585 etc, and which was conveyed to the said Levin H. Beauchamp by Josiah W. Penuel and wife by deed dated the 29th day of July, 1871, recorded among the land records of said county in Liber W. J. S. No. 13, folio 88 etc, except so much of said land as is described as follows, beginning at the intersection of two ditches on the north side of a road, running thence by and with a ditch on the north side of said road north 76 1/2 degrees west eighty-eight and eight-tenths rods to the New York, Philadelphia and Norfolk Railroad, thence running by and with the east side of said Rail Road south 27 1/2 degrees west thirty-five rods, thence running through the woods south 76 1/2 degrees east one hundred and twenty and eighty-four one-hundredths rods to the Smith land, thence running by and with the Smith land north 21 degrees west forty-two and twenty-hundredths rods to the beginning, containing twenty and seventy-hundredths acres, more or less, but including in this conveyance the lot of land, containing two acres, more or less, which was conveyed by the said L. Wesley Beauchamp and wife to Jessie Collier by deed dated the 27th day of March, 1920, recorded among said land records in Liber W. J. S. No. 80, folio 203 etc, and which was subsequently conveyed to the said L. Wesley Beauchamp by L. Creston Beauchamp, trustee, by deed dated the 15th day of December, 1930, recorded among said records in Liber G. W. L. No. 100, folio 536 etc.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns and successors 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 bills 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 aforesaid, the said mortgagor does 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 Mortgagees, their successors, personal representatives or assigns, or H. Fillmore Lankford, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or

purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property; equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their successors, personal representatives and assigns under this mortgage, whether the same shall have matured or not, ratably and without preference or priority 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 advertisment, including a reasonably Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor does further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least seven 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 mortgagees, their successors personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid, the said mortgagees are hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagees may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hand and seal of said mortgagor.

Test: H. F. Lankford. L. Wesley Beauchamp (SEAL)

STATE OF MARYLAND, COUNTY, to wit:

I HEREBY CERTIFY, That onthis 28th day of May, in the year nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared L. Wesley Beauchamp, the mortgagor named inthe 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 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, one of the mortgagees in the said mortgage, and that he is also agent of John Samuel Webb, the other mortgagee in said mortgage, and that he is authorized by him to make this affidavit.

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

Samuel H. Sudler
Notary Public

SEAL OF
NOTARY

Received for Record 31st May, 1932, and recorded in Liber J. M. T. No. 103, folio 218, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For value received, and as collateral security for the payment of my note for the sum of eight hundred and fifty dollars, dated evenly herewith, and payable to the Bank of Somerset, or order one year after date, with interest from date, payable semi-annually from date, I hereby assign all my interest in the within mortgage to the said Bank of Somerset, its successors and assigns.

Witness my hand and seal this 28th day of May, nineteen hundred and thirty-two.

Witness: H. F. Lankford. John S. Webb (SEAL)

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.

Attest: S. H. Sudler BANK OF SOMERSET CORPORATE

Cashier By: Wm. B. Spiva SEAL
President

Filed for Record 13th Sept. 1934, and recorded in Liber J. M. T. No. 103, folio 218.

Test: J. Millard Tawes, Clerk.

The Somerset Mortgage and Certificates Corporation, a body corporate hereby assigns all of its right, title, interest and claim in and to the within and aforegoing mortgage to George H. Myers of Somerset County, Maryland.

Witness the signature of The Somerset Mortgage and Certificates Corporation by William B. Spiva, its Vice President, and the corporate seal thereof, this _____ day of September, nineteen hundred and thirty-seven.

Attest: THE SOMERSET MORTGAGE AND CERTIFICATES CORPORATION CORPORATE

J. A. Powell By Wm. B. Spiva SEAL

Vice Pres.

Filed for Record 10th September, 1937, and recorded in Liber J. M. T. No. 103, folio 218.

Test: J. Millard Tawes, Clerk.

$850.00 May 28th, 1932.

Secured by mortgage of even date herewith, and for value received, One year after date I promise to pay to John Samuel Webb, eight hundred and fifty Dollars with interest from date, payable semi-annually from date, and hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness my hand and seal.

Witness: H. F. Lankford. L. Wesley Beauchamp (SEAL)

For value received, and as collateral security for the payment of my note for the sum of eight hundred and fifty dollars, dated evenly herewith and payable to the Bank of Somerset, or order, one year after date, payable semi-annually from date, I hereby assign the within bill obligatory to the said Bank of Somerset, its successors and assigns.

Witness my hand and seal this 28th day of May, nineteen hundred and thirty-two.

Witness: H. F. Lankford John S. Webb (SEAL)

Bank of Somerset hereby acknowledges payment of the above mentioned note, executed by the said John S. Webb to the Bank of Somerset, and hereby releases to the said Webb all of its interest, title and claim in and to the within obligation.

Witness the signature of the Bank of Somerset by William B. Spiva, its President, and affix the corporate seal thereof, this 11th day of September, 1937.

Eunice Pilchard BANK OF SOMERSET CORPORATE SEAL

Witness By Wm. B. Spiva
President

For value received, I hereby assign the within mortgage debt to Charles T. Ruark.

Witness my hand and seal this 11th day of September, 1937.

Test: James R. Stewart John S. Webb (SEAL)

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 in the full and just sum of eight 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 September, nineteen hundred and thirty-seven.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by L. Wesley Beauchamp to Bank of Somerset, et al, dated May twenty eighth, nineteen hundred and thirty-two, and recorded among the land records of Somerset County, Maryland, in Liber No. 103, folio 218, 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 J. A. Powell 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 thirteenth day of October, 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 L. Wesley Beauchamp	)	No. 5077 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 named in a certain mortgage made and executed by L. Wesley Beauchamp and to Bank of Somerset, et al, and dated May 28, 1932 and recorded among the Land Records of said Somerset County in Liber No. 103 folio 218, 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 twelfth day of October, in the year nineteen hundred and thirty seven at 2:00 o'clock P. M., and then and there proceed to sell said

property, to-wit: All that farm or tract of land in Westover District, Somerset County, Maryland, known as the "Penuel Farm", containing two hundred and forty acres, more or less, being all the land which was devised to the said L. Wesley Beauchamp by his father, Levin H. Beauchamp, in his last will and testament, duly admitted to probate by the Orphans' Court for Somerset County and recorded among the testamentary records of said county in Liber S. C. L. No. 5, folio 585 etc., and which was conveyed to the said Levin H. Beauchamp by Josiah W. Penuel and wife by deed dated the 29th day of July, 1871, recorded among the land records of said county in Liber L. W. No. 13, folio 88 etc., (except so much of said land as is described as follows: Beginning at the intersection of two ditches on the north side of a road running thence by and with a ditch on the north side of said road north 76½ degrees west eighty-eight and eight-tenths rods to the New York, Philadelphia and Norfolk Railroad, thence running by and with the east side of said railroad south 27½ degrees west thirty-five rods, thence running through the woods south 76½ degrees east one hundred and twenty and eighty-four one-hundredths rods to the Smith land, thence running by and with the Smith land north 21 degrees west forty-two and twenty-hundredths rods to the beginning containing twenty and seventy-hundredths acres, more or less,(but including in this conveyance the lot of land containing two acres, more or less, which was conveyed by the said L. Wesley Beauchamp and wife to Jessie Collier by deed dated the 27th day of March, 1920, recorded among said Land records in Liber W. J. S. No. 80, folio 203, etc., and which was subsequently conveyed to the said L. Wesley Beauchamp by L. Creston Beauchamp, trustee, by deed dated the 13th day of December, 1930, recorded among the said records in Liber G. W. L. No. 100 folio 536, etc.

And sold the same to Charles Ruark and The Somerset Mortgage and Certificates Corporation, a body corporate, under the laws of the State of Maryland, they being then and there the highest bidder therefor, at the sum Twenty five hundred dollars, and the said purchaser has complied with the terms of sale.

Respectfully submitted,

Geo. H. Myers,

Assignee.

STATE OF MARYLAND, SOMERSET COUNTY, Sct:

On this 12th day of October, nineteen hundred and thirty seven personally appeared before me, Notary Public of the State of Maryland, in and for Somerset County George H. Myers, Assignee, named in the above report of sale, and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

Dorothy H. Bloodsworth SEAL OF

Notary Public NOTARY

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 L. Wesley Beauchamp	)	No. 5077 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.

ORDERED, that the sale of the property mentioned in these proceedings made and reported by George H. Myers, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of November, 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 12th day of November, 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 15th day of November, 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 L. Wesley Beauchamp	)	No. 5077 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland

ORDERED BY THE COURT, This fifteenth day of November, 1937, that the sale made and reported by the assignee and trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; 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.

"""

Orrie F. Peyton	)	Be it remembered that heretofore, to wit, on the fourteen-
vs.	)	th day of June, in the year nineteen hundred and thirty-
Kathleen C. Peyton, Mary Ellen Peyton and The Marine Bank of Crisfield, a body Corporate	)	seven, a certain Orrie F. Peyton, by George H. Myers, his
	)	solicotor exhibited and filed in the Circuit Court here
	)	a bill of complaint against Kathleen C. Peyton, Mary

Ellen Peyton and the Marine Bank of Crisfield, a body corporate, which said bill of complaint is in the words following, to wit:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, Mary Ellen Peyton and The Marine Bank of Crisfield, a body corporate	)	Somerset County,
	)	Maryland.
	)	

To the Honorable, the Judge of said Court:

Your orator complaining says:

First: That your orator and a certain Edgar C. Peyton who was a son of your orator, were in the life time of the said Edgar C. Peyton and at the time of his death, seized in fee simple as tenants in common in equal shares of certain lots or parcels of real estate located in Asbury Election District in said Somerset County, title to which they acquired by four deeds, certified copies of which are herewith filed as part hereof designated respectively Exhibits, A, B, C, and D, to-wit:

(A) Deed from Nancy M. Goldsborough to Edgar C. Peyton, et al, dated April eighteenth, nineteen hundred and twenty-eight, recorded Liber No. 96, folio 498.

(B) Deed Edgar C. Peyton, et al, from William E. Cullen and wife, dated February eighteenth, nineteen hundred and twenty-seven, recorded Liber No. 94, folio 81.

(C) Deed Edgar C. Peyton from Carroll W. Sterling, dated April thirteenth, nineteen hundred and twenty-seven, recorded Liber No. 94, folio 347.

(D) Deed Edgar C. Peyton, et al, from James H. Cullen and wife, dated June thirtieth, nineteen hundred and twenty-seven, recorded Liber No. 94, folio 348.

That your orator during the life time of the said Edgar C. Peyton, to-wit, on the ninth day of April, nineteen hundred and thirty-four, conveyed to the said Edgar, your orator's undivided interest in and to a portion of the land so as aforesaid conveyed to your orator and the said Edgar by the deed from Nancy M. Goldsborough aforesaid designated Exhibit "A".

Second: That being so seized of an undivided one-half interest in and to the aforementioned and described lots or parcels of land as aforesaid, the said Edgar C. Peyton departed this life on or about the twenty sixth day of May, nineteen hundred and thirty-six, intestate, leaving surviving as his sole heirs at law to whom his said undivided interest in and to the aforedescribed

real estate descended, his widow the defendant, Kathleen C. Peyton and one daughter, the infant defendant, Mary Ellen Peyton, and that your orator and said defendants are now seized in fee simple as tenants in common in the manner aforesaid in and to all of the real estate described in the aforesaid Exhibits A, B, C, and D, except the land described in the said deed from your orator to the said Edgar C. Peyton, dated April ninth, nineteen hundred and thirty-four, and recorded in Liber 105, folio 574, certified copy of which said last mentioned deed is herewith filed as part hereof, marked Exhibit "E".

Third: That the defendant, The Marine Bank of Crisfield, recovered a judgment against your orator and the said Edgar C. Peyton, on the fourteenth day of February, nineteen hundred and thirty-five, in the Circuit Court for Somerset County, Maryland, which said judgment entered as No. 71 Appearances, January Term, 1935, in said Court, constitutes a lien upon the aforesaid real estate held by your orator and the heirs at law of the said Edgar C. Peyton as tenants in common in the manner aforesaid, and your orator herewith files as part hereof, a copy of said judgment designated Exhibit "F".

Fourth: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

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 orator and the said defendants according to their respective rights and interests.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Kathleen C. Peyton, adult residing in said Somerset County and to the said Mary Ellen Peyton, infant, residing in said Somerset County, and to The Marine Bank of Crisfield, a body corporate, having its principal place of business in said Somerset County, commanding them and each of them to be and appear in this Court on some eertain 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.

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

THIS DEED, Made this 18th day of April, in the year nineteen hundred and twenty-eight, by Nancy Missouri Goldsborough of Somerset County, in the State of Maryland, witnesseth: Whereas, a certain Charles W. Goldsborough, late of Somerset County, in the State of Maryland, deceased, by his last will and testament bearing date the twenty-third day of April, in the year nineteen hundred and twenty-three, duly admitted to probate in the Orphans Court for Somerset County, and recorded among the Testamentary records of Somerset County in Liber L. R. No. 32, folio 269, devised the real estate hereinafter mentioned and described unto his widow, the said Nancy Missouri Goldsborough, to be held by her during the term of her natural life, with full power to her, the said Nancy Missouri Goldsborough, to sell and convey the same absolutely or by way of mortgage or lease; and whereas, the said Nancy Missouri Goldsborough by virtue of the power conferred upon her by said last will and testament, and in execution of the said power, has sold said real estate hereinafter described unto Orrie F. Peyton and Edgar C. Peyton, of Somerset County, in the State of Maryland, at and for the sum of Five Hundred Dollars in hand paid by the said Orrie F. Peyton and Edgar C. Peyton, the receipt of which is hereby acknowledged, the said Nancy Missouri Goldsborough, in pursuance of and in execution of the power and authority conferred upon her in and by said last will and testament of the said Charles W. Goldsborough, deceased, hereby grants, con-

veys, releases and confirms unto the said Orrie F. Peyton and Edgar C. Peyton, as tenants in common, their heirs and assigns, in fee simple, all that lot, tract or parcel of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, and described as follows, that is to say: Beginning for the same on the North side of the private road leading to the former residence of Jacob Cullen, at a bounder set up at the South-west corner of the land of the said Orrie F. Peyton, thence running in a Northerly direction by and with the land of the said Orrie F. Peyton, a distance of three hundred and twenty-eight (328) feet, to another bounder, thence in a Westerly direction by and with the land of the said Orrie F. Peyton and the reserved land of the grantor, a distance of four hundred and ninety (490) feet, to a ditch, thence in Southerly direction, a distance of three hundred and twenty-eight (328) feet, to the aforesaid private road, and thence in an Easterly direction by and with said private road a distance of three hundred and eighty feet to the place of beginning, the same being all of lots Nos. Fifteen, Sixteen, Seventeen and Eighteen, and a part of Lot No. Fourteen described in a deed to the said Charles W. Goldsborough from David M. Nelson, Attorney, and David M. Nelson and wife bearing date the fifteenth day of November, in the year nineteen hundred and thirteen, and recorded among the Land Records of Somerset County in Liber S. F. D. No. 65, folio 221 etc., to which said deed and records special reference is here made.

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

To have and to hold the real estate and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Orrie F. Peyton and Edgar C. Peyton, their heirs and assigns, as tenants in common, in fee simple.

And the said Nancy Missouri Goldsborough covenants that she will warrant generally the property hereby granted and conveyed, and that she will execute such further assurances of said land as may be requisite.

Witness: Herman F. Nelson. Nancy Missouri Goldsborough (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of April, in the year nineteen hundred and twenty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Nancy Missouri Goldsborough and acknowledged the foregoing deed 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 Herman F. Nelson
Notary Public

Received for record May 29th, 1928, and recorded in Liber G. W. L. No. 96, folio 498, 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, do hereby certify that the foregoing Deed is truly and correctly copied from Liber G. W. L. No. 96, folio 498, one of the Land Records of Somerset County.

In testimony whereof I have hereunto subscribe my name and affix the seal of said Court this 14th day of June, 1937.

SEAL OF COURT. J. Millard Tawes, Clerk.

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

THIS DEED, Made this eighteenth day of February, one thousand nine hundred and twenty seven,

by William E. Cullen and Mary Cullen, his wife, of Somerset County in the State of Maryland: Witnesseth that in consideration of the sum of Three hundred dollars ($300.00) in hand paid by Orrie F. Peyton and Edgar C. Peyton of said county and state the receipt of which is hereby acknowledged the said William E. Cullen and Mary Cullen his wife, do grant unto the said Orrie F. Peyton and Edgar C. Peyton as tenants in common their heirs and assigns in fee simple, all those lots or parcels of land situate lying and being in Asbury District, Somerset County in the State of Maryland and described as follows that is to say:

(First) All that lot or parcel of land in said Asbury District, County and State aforesaid, containing ninety-two hundredths of an acre, more or less, which is laid down and described as Lot No. One (1) on Plat No. One (1) filed with and as a part of a deed of partition between James H. Cullen, Alfred T. Lawson, Orrie F. Peyton and wife and the said William E. Cullen, bearing date the fourteenth day of July, in the year nineteen hundred and thirteen and recorded among the Land Records of Somerset County in Liber S. F. D. No. 63, folio 323 etc., the same being a part of the real estate and premises conveyed unto the said William E. Cullen in the deed of partition aforesaid, and

(Second) All that lot or parcel of land in said Asbury District, County and State aforesaid, containing one and seventy-seven hundredths acres, more or less, which is laid down and described as lot No. three (3) on the aforesaid Plat No. one (1) being the same and all the real estate and premises conveyed unto the said William E. Cullen by Alfred T. Lawson and wife by deed bearing date the seventeenth day of April, in the year nineteen hundred and fifteen, and recorded among the said Land Records in Liber W. J. S. No. 68, folio 200 and is also all the real estate and premises conveyed unto the said Alfred T. Lawson in the deed of partition aforesaid, to which said plat, deeds and records aforesaid special reference is here made for a more accurate description of the lands and premises hereby conveyed.

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

To have and to hold the real estate and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Orrie F. Peyton and Edgar C. Peyton as tenants in common their heirs and assigns in fee simple.

And the said William E.Cullen and Mary Cullen his wife covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Test: Herman F. Nelson William E. Cullen (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 18th day of February, in the year one thousand nine hundred and twenty-seven before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid personally appeared William E. Cullen and Mary Cullen, his wife, and acknowledged the foregoing deed to be their respective act.

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

Herman F. Nelson SEAL OF
Notary Public NOTARY

Received for Record 10th March, 1927, and recorded in Liber G. W. L. No. 94, folio 81 &c., 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, do hereby certify that the foregoing Deed is truly and correctly copied from Liber G. W. L. No. 94, folio 81 &c., one of the Land records of Somerset County.

In testimony whereof I have hereunto subscribe my name and affix the seal of said Court this 14th day of June, 1937.

SEAL OF COURT. Per: J. Millard Tawes, Clerk.

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

THIS DEED, Made this thirteenth day of April, one thousand nine hundred and twenty-seven by Carroll W. Sterling of Somerset County, in the State of Maryland: Witnesseth that in consideration of the sum of seventy-five dollars in hand paid by Orrie F. Peyton and Edgar C.Peyton of said County and State, the receipt of which is hereby acknowledged the said Carroll W. Sterling does grant unto the said Orrie F. Peyton and Edgar C. Peyton as tenants in common their heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in Asbury District, Somerset County, in the State of Maryland, containing one (1) acre more or less being the same and all the real estate and premises described in a deed to Leondas W. Sterling, late of Somerset County, deceased from Jerome Sterling and wife bearing date the twenty-third day of February, in the year eighteenhundred and ninety-three, and recorded among the Land Records of Somerset County in Liber H. F. L. No. 12, folio 254 etc., and is a part of the real estate devised by the said Leondas W. Sterling by his last will and testament bearing date the seventeenth day of March, in the nineteen hundred and six, and recorded among the Testamentary records of Somerset County in Liber T. D. No. 21, folio 35 etc., unto Arthur W. Sterling, William H. Sterling Christopher J. Sterling and Clara J. Mears and is a part of the real estate conveyed unto the said Carroll W. Sterling by the said Arthur W. Sterling, William H. Sterling and wife, Christopher J. Sterling and wife and Clara J. Sterling (formerly the said Clara J. Mears) and Cope Sterling, her husband by deed bearing date the eighteenth day of February, in the year nineteen hundred and fourteen, and recorded among the said Land Records of Somerset County in Liber W. J. S.No. 66, folio 49 etc.,to which said deeds, last will and testament and records aforesaid special reference is here made for a more accurate description of the lands and premises hereby conveyed.

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

To have and to hold the real estate and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Orrie F. Peyton and Edgar C. Peyton as tenants in common their heirs and assigns, in fee simple.

And the said Carroll W. Sterling covenants that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test: Herman F. Nelson. Carroll W. Sterling (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 13th day of April, in the year one thousand nine hundred and twenty-seven befo e me the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid personally appeared Carroll W. Sterling and acknowledged the foregoing deed to be his deed and act.

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

Herman F. Nelson SEAL OF
Notary Public NOTARY

November Term, 1937.

Received for Record July 7th, 1927, and recorded in Liber G. W. L. No. 94, folio 347 &c., 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, do hereby certify that the foregoing Deed is truly and correctly copied from Liber G. W. L. No. 94, folio 347, one of the land records of Somerset County.

In testimony whereof I have hereunto subscribe my name and affix the seal of said Court this 14th day of June, 1937.

SEAL OF COURT J. Millard Tawes, Clerk.

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

THIS DEED, Made this thirtieth day of June, one thousand nine hundred and twenty-seven, by James H. Cullen and Arentha J. Cullen, his wife, of Somerset County in the State of Maryland.

Witnesseth that in consideration of the sum of one hundred and twenty-five dollars ($125.00) in hand paid by Orrie F. Peyton and Edgar S. Peyton of said County and State, the receipt of which is hereby acknowledged the said James H. Cullen and Arentha J. Cullen, his wife, do grant unto the said Orrie F. Peyton and Edgar C. Peyton as tenants in common their heirs and assigns in fee simple all that lot or parcel of land situate, lying and being in Asbury District, Somerset County in the State of Maryland, containing one and forty-five hundredths acres more or less, which is laid down and described as Lot No. two (2) on Plat No. One (1) filed with and as a part of a deed of partition between Alfred T. Lawson, William E. Cullen, Orrie F. Peyton and wife and the said James H. Cullen, bearing date the fourteenth day of July, in the year nineteen hundred and thirteen, and recorded among the Land Records of Somerset County in Liber S. F. D. No. 63, folio 323 etc., the same being part of the real estate and premises conveyed unto the said James H. Cullen in the deed of partition aforesaid, to which said deed of partition, plat and records aforesaid, special reference is here made for a more accurate description of the lands and premises hereby conveyed.

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

To have and to hold the real estate and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Orrie F. Peyton and Edgar C. Peyton as tenants in common their heirs and assigns in fee simple.

And the said James H. Cullen and Arentha J. Cullen, his wife, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Test: Herman F. Nelson James H. Cullen (SEAL)

Arentha J. Cullen (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 30th day of June in the year one thousand nine hundred and twenty-seven before me the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid, personally appeared James H. Cullen and Arentha J. Cullen, his wife, and acknowledged the foregoing deed to be their respective deed and act.

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

Herman F. Nelson SEAL OF

Notary Public NOTARY

Received for Record 7th July 1927, and recorded in Liber G.W. L. No. 94, folio 348 &c., 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, do hereby certify that the foregoing Deed is truly and correctly copied from Liber G. W. L. No. 94, folio 348 &c., one of the Land Records of Somerset County.

In testimony whereof I have hereunto subscribe my name and affix the seal of said Court this 14th day of June, 1937.

SEAL OF COURT J. Millard Tawes, Clerk.

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

THIS DEED, Made this ninth day of April, one thousand nine hundred and thirty-four, by Orrie F. Peyton and Eva B. Peyton, his wife, of Somerset County, in the State of Maryland, witnesseth that in consideration of the sum of five dollars in hand paid by Edgar C. Peyton of said County and State, and of other valuable considerations, the said Orrie F. Peyton and Eva B. Peyton, his wife, do grant unto the said Edgar C. Peyton, his heirs and assigns, in fee simple, all their right, title, and interest, the same being an undivided one-half interest, in and to 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 Private road leading to the former residence of Jacob Cullen, and described as follows, that is to say, beginning for the same on the North side of the aforesaid private road and on the west side of a ditch (between the land hereby conveyed and the land of the said Orrie F. Peyton) thence running in a Northerly direction, by and with said ditch, to another ditch (between the land hereby conveyed and the land of the said Orrie F. Peyton), thence in a Westerly direction, by and with said last named ditch, a distance of one hundred and ninety-six feet, thence in a Southerly direction by and with the reserved land of the said Orrie F. Peyton and Edgar C. Peyton, a distance of three hundred and thirty-five feet, to the aforesaid Private Road, and thence in an Easterly direction by and with said Private road, a distance of ninety feet to the place of beginning, the same being a part of the real estate conveyed unto the said Orrie F. Peyton and Edgar C. Peyton by Nancy Missouri Goldsborough by deed bearing date the eighteenth day of April, in the year nineteen hundred and twenty-eight, and recorded among the Land Records of said Somerset County in Liber G. W. L. No. 96, folio 498, to which said deed reference is here made.

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

To have and to hold the real estate and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Edgar C. Peyton, his heirs and assigns, in fee simple.

And the said Orrie F. Peyton and Eva B. Peyton, his wife, covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said Land as may be requisite.

Witness the hands and seals of the said grantors.

Test: Herman F. Nelson Orrie F. Peyton (SEAL)

Eva B. Peyton (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this ninth day of April, in the year one thousand nine hundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Orrie F. Peyton and Eva B. Peyton, his wife, and

acknowledged the foregoing deed to be their respective deed and act.

In testimony whereof I have here nnto subscribed my name and affixed my Notarial Seal the day and year last above written.

Seal of Notary. Herman F. Nelson
Notary Public

Received for Record April 12th, 1934, and recorded in Liber J. M. T. No. 105, folio 574, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, do hereby certify that the foregoing Deed is truly and correctly copied from Liber J. M. T. No. 105, folio 574, one of the Land Records of Somerset County.

In testimony whereof I have hereunto subscribe my name and affix the seal of said Court this 14th day of June, 1937.

SEAL OF COURT. J. Millard Tawes, Clerk.

Exhibit "F" referred to in the forgoing bill is in the words following, to wit:

In the Circuit Court for Somerset County January Term, 1935

The Marine Bank of Crisfield Short Copy of Judgment No. 71 Appearances
a body corporate Damages $ 756.60
vs Costs $ 7.00
Collection Fee $ 75.66

Orrie F. Peyton, Eva B. Peyton Judgment February 14, 1935
Kathleen L. Peyton and Edgar C. Interest from date
Peyton Exemption waived.

Test: J. Millard Tawes, Clerk.

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

MARYLAND, SOMERSET COUNTY, TO WIT:

SEAL OF COURT THE STATE OF MARYLAND,

To Kathleen C. Peyton, o f 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 _____ next to answer the complaint of Orrie F. Peyton & others 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 3rd day of May Anno Dimini 1937 ISSUED the 14th day of June Anno Domini 1937.

Per order

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, TO WIT:

SEAL OF COURT THE STATE OF MARYLAND,

To Mary Ellen Peyton, of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in July next to answer the complaint of Orrie F. Peyton 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 3rd day of May Anno Domini 1937 ISSUED the 14th day of June Anno Domini 1937

Per order

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, TO WIT:

SEAL OF THE STATE OF MARYLAND,

COURT To the Marine Bank of Crisfield, a body corporate, OF SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in July next to answer the complaint of Orrie F. Peyton 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 3rd day of May Anno Domini 1937 ISSUED the 14th day of June Anno Domini 1937

Per order

J. Millard Tawes, Clerk.

At which said first Monday in July, in the year 1937, 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 and copy left with defendant.

W. H. Dryden, Sheriff

Per I. H. Dorsey, Deputy

To the second of said writs: Summoned and copy left with infant defendant also copy left with Kathleen C. Peyton mother and custodian of said infant.

W. H. Dryden, Sheriff

Per I. H. Dorsey, Deputy

To the third of said writs: Summoned the Marine Bank of Crisfield by service upon Wm. H. Bradshaw, Vice President of said Bank and copy of the within writ left with said Bradshaw.

W. H. Dryden, Sheriff

Per I.H. Dorsey, Deputy

And thereafter to wit, on the 6th day of July, in the year 1937, the answer of The Marine Bank of Crisfield was filed, to wit:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	In the Circuit Court for
Kathleen C. Peyton et als	)	Somerset County, Maryland.

To the Honorable, the Judges of said Court:

The answer of the defendant, The Marine Bank of Crisfield, a corporation organized and existing under the laws of the State of Maryland, by John B. Robins, its attorney, to the bill of complaint in this Court exhibited, says:

(1) Answering the first paragraph of said bill of complaint, this defendant neither admits nor denies the allegations therein contained.

(2) Answering the second paragraph of said bill of complaint, this defendant neither admits nor denies the allegations therein contained.

(3) Answering the third paragraph of said bill of complaint, this defendant admits that the said defendant corporation recovered a judgment against the said Orrie F. Peyton and Edgar C. Payton on the fourteenth day of Feburary, nineteen hundred and thirty-five, in the Circuit Court for Somerset County, Maryland, the same being No. 71 Appearances of the January Term, 1935, and that said judgment constitutes a lien upon the real estate mentioned and described in said bill of complaint, and this defendant further says that there has been paid on said judgment the sum of $575.00, leaving a balance due this defendant of $188.60, principal, with interest from August 2, 1937, collection fee $75.66 and costs $7.00.

(4) Answering the fourth paragraph of said bill of complaint, this defendant neither admits nor

denies the allegations therein contained.

And is in duty bound, etc.

John B. Robins

Solicitor for the said Defendant.

And thereafter to wit, on the 31st day of July, in the year nineteen hundred and thirty-seven, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, Mary Ellen Peyton and The Marine Bank of Crisfield, a body corporate	)	Somerset County,
	)	Maryland.
	)))	

To the Honorable, the Judge of said Court:

The petition of Orrie F. Peyton, plaintiff in the above suit respectfully shows:

That the defendant, Mary Ellen Peyton, has been duly summoned to appear to the bill of complaint in the above cause but being an infant she cannot answer and defend this suit for herself.

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

And as in duty bound,

Geo. H. Myers

Solicitor for Petitioner.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 24th day of July, nineteen hundred and thirty-seven, before me, Clerk of the Circuit Court for said 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 aforesaid petition are true as therein stated to the best of his knowledge and belief.

J. Millard Tawes

Clerk of the Circuit Court

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

ORDERED this 26th day of July, 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 Mary Ellen Peyton, infant defendant 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:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, Mary Ellen Peyton and The Marine Bank of Crisfield, a body corporate	)	Somerset County,
	)	Maryland.
	)	

To the Honorable, the Judge of said Court:

The answer of Mary Ellen Peyton, infant, by James R. Stewart, guardian ad litem, duly appointed by order of this Court to the bill of complaint of Orrie F. Peyton against her in the above cause, exhibited.

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

And as in duty bound,

James R. Stewart

Guardian ad litem.

And thereafer, to wit, on the thirty-first day of July, in the year nineteen hundred and thirty-seven, the following decree pro confesso and order to take testimony was filed, to wit:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, Mary Ellen Peyton and The Marine Bank of Crisfield, a body corporate	)	Somerset County,
	)	Maryland.
	)	

The defendant, Kathleen C. Peyton having been duly summoned to the bill of complaint and having failed to appear thereto and answer said bill.

It is thereupon this 26th day of July, nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendant.

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

James M. Crockett, Judge.

And thereafter, to wit, on the fourth day of August, in the year nineteen hundred and thirty-seven, the following agreement to take testimony was filed, to wit:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, Mary Ellen Peyton and The Marine Bank of Crisfield, a body corporate	)	Somerset County,
	)	Maryland.
	)	

It is agreed by the parties hereto that testimony in pursuance of the order of Court heretofore passed in the above cause be taken before Harry C. Dashiell, Examiner, on Wednesday, August fourth, nineteen hundred and thirty-seven, at 2:00 P. M., at the office of said Examiner in Princess Anne, Maryland.

Geo. H. Myers
L. Creston Beauchamp
John B. Robins

And afterwards, to wit, on the fourth day of August, in the year nineteen hundred and thirty-seven, 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:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	In the Circuit Court
Kathleen C. Peyton, et als	)	for Somerset County,
	)	In Equity.

In the above entitled cause, an order having been passed for the taking of testimony in said cause, and in pursuance of an agreement entered into between the solicitors for the several parties and filed with said Examiner, I do hereby certify that at my law office in Princess Anne, Maryland, on Wednesday, the fourth day of August, nineteen hundred and thirty seven, I did take the following depositions, in the presence of George H. Myers, solicitor for the complainant, that is to say:

Orrie F. Peyton, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Orrie F. Peyton; age 64 years; residence, near Crisfield in Asbury District; occupation dairy farmer.

Int. 2 Did you know Edgar C. Peyton? Is he living or dead? If Dead, when and where did he die? Did he leave a will and who are his heirs at law?

Ans. I knew him. He was my son. He died at the hospital at Crisfield on May 26, 1936.

He left no will and he left surviving him a widow, the defendant Kathleen C. Peyton and one child, a daughter, Mary Ellen Peyton, now about two years old.

Int. 3 What real estate, if any, did Edgar C. Peyton own at the time of his death in common with you?

Ans. We owned together several lots of land adjoining each other located on a private road known as the old Nelson road which leads from the public road going down to Apes Hole Landing. We acquired title by four deeds but I gave Edgar my interest in the lot where he built his home so that he owned that entirely himself at the time of his death. All together the land that we owned together totaled about eight acres. There are no buildings on it. In my opinion it is worth about $500.00.

Int. 4 I show you four certified copies of deeds filed with the bill of complaint as Exhibits "A", "B", "C" and "D". please state whether or not these deeds cover all the property that you and your son Edgar own together when he died?

Ans. These four deeds cover all the property that we owned together. but as I stated I gave Edgar a deed for my interest in the part of the land we got from Mrs. Goldsborough, and this part that I deeded to Edgar is described in Exhibit "E" which you have there filed with the bill of complaint.

Int. 5 As I understand you then the land which you and Edgar owned in common at the time of his death consists of all the land described in the four deeds "A", "B", "C", and "D", except that covered by the description in deed "E" is that right.

Ans. It is.

Int. 6 The Marine Bank of Crisfield appears to have a judgment recorded against you and Edgar originally for the sum of $756.60 with costs and collection charges and in their answer to this suit the bank claims that there has been paid on this judgment the total of $575.00, leaving a balance of $188.60 owing with interest from Aug. 2d, 1937, collection charges and costs, is that correct?

Ans. I thin, it is.

Int. 7 How much of that $575.00 which has been paid was paid by you and how much by Edgar?

Ans. It was all paid by me since his death.

Int. 8 Did Edgar pay any part of this judgment of $756.60.

Ans. No, none of it.

Int. 9 Is the real estate which you and your son owned in common susceptible of partition among the parties entitled to interests therein, that is to say. among you and your son's heirs and would it or not be for the benefit of said parties to sell the said real estate and divide the proceeds among them?

Ans. Not very well. I do not see how you could do it. Besides Edgar's half is liable for the balance of that judgment as I have paid more than my half of it. It would certainly sell better as a whole. It is only fit for farming. It is not desirable for residence lots.

Court question and answer:

"No, I don't think so".

Test: Harry C. Dashiell
Exmr.

Orrie F. Peyton

James H. Cullen, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. James H. Cullen; age 78 years; residence Asbury District near Crisfield; occupation farming.

Int. 2 Did you know Edgar C. Peyton in his life time? Is he living or dead? If dead, when and where did he die? Did he leave a will and who are his heirs at law?

Ans. I did know Edgar C. Peyton. He died in May, 1936, at the hospital at Crisfield. He

left no will that I know of and his heirs at law are his widow, the defendant, Kathleen Peyton, and his infant daughter, the defendant, Mary Ellen Peyton.

Int. 3 Do you know of any real estate owned by Edgar C. Peyton at the time of his death in common with his father, Orrie F. Peyton? If so, describe it quantity, quality, location and value?

Ans. I do know the land. They bought some of it from me. I guess Mr. Peyton's estimate of eight acres of about right. It is all tillable land. It is not especially good land but Mr. Peyton is in the dairy business and it is now in a productive condition. I would value it at about $500.00.

Int. 4 Is or not the land that you have described susceptible of partition among the parties entitled to interests therein without material loss to said parties and would it or not be for the benefit of the parties to this suit to sell the land as a whole and divide the proceeds among them?

Ans. I think it would be better to sell it as a whole because if it is divided there would be very small pieces for any one to buy. The parties would get more out of it by selling it as a whole.

Court question and answer:

"Not a thing".

Test: Harry C. Dashiell Exmr. James H. Cullen

Plaintiff here filed with the Examiner to be used as evidence in this cause five certified copies of deeds, filed with the bill of complaint, and identified by the witness, Orrie F. Peyton, designated respectively as Exhibits "A", "B", "C", "D" and "E". Plaintiff also filed with Examiner to be used as evidence in this cause copy of judgment entered against Edgar C. Peyton et. als. in favor of The Marine Bank of Crisfield designated as Exhibit "F".

There being no further witnesses produced to me to be examined, I herewith at the request of the solicitor for the complainant, 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 fourth day of August, nineteen hundred and thirty seven.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of costs:

Harry C. Dashiell	Examiner	$4.00
James H. Cullen	witness etc	1.75
		$ 5.75

And thereafter, to wit, on the first day of September, in the year nineteen hundred and thirty-seven, the Circuit Court here passed the following decree in the premises, to wit:

Orrie F. Peyton	) No. 5046 Chancery
vs.	) Circuit Court for Somerset
Kathleen C. Peyton et al	) County, Maryland.

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

It is thereupon, this first day of September, in the year nineteen hundred and thirty-seven, by the Circuit Court for said Somerset County, in Equity, ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned, be sold, and that George H. Myers, be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order

in the premises he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in said Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third in cash on the 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 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 paymant 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 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 second day of September, nineteen hundred and thirty-seven.

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 Orrie F. Peyton vs. Kathleen C. Peyton, et al., now pending in said Court, the same being No. 5046 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 October, 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:

Orfie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, et al	)	Somerset County, Maryland.

To the Honorable, the Judge of said Court:

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

That after giving bond with security for the faithful discharge of the trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in The Crisfield Times, a 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 Post Office in Crisfield, Maryland, on the second day of October, in the year nineteen hundred and thirty-seven, at about two thirty o'clock p. m., and then and there did proceed to sell said property.

That is to say, your trustee offered for sale by public auction the property mentioned in said decree and in said advertisement, and particularly described as follows: All those lots or tracts of land situate in Asbury Election District near said town of Crisfield, lying on the private road known as the old Nelson road leading from the public road to Apes Hole landing containing in the aggregate about eight acres and composed of the four following lots or tracts of land lying continguous to each other (1) All that lot of land which was conveyed to Orrie F. Peyton and Edgar C. Peyton by deed from Nancy M. Goldsborough dated April 18, 1928, and recorded among the land records of said Somerset County in Liber No. 96, folio 498, except so much thereof as is described in a deed from the said Orrie F. Peyton to the said Edgar C. Peyton dated April 9, 1934, and recorded as aforesaid in Liber No. 105, folio 574; (2) All that lot of land which was conveyed to the said Orrie F. Peyton, et al, by William E. Cullen and wife, dated February 18, 1927, recorded as aforesaid in Liber No. 94, folio 81; (3) All that lot of land which was conveyed to the said Orrie F. Peyton et al, by deed from Carroll W. Sterling, dated April 13, 1927, recorded as aforesaid in Liber No. 94, folio 347; (4) All that lot of land which was conveyed to the said Orrie F. Peyton, et al, by deed from James H. Cullen and wife, dated June 30, 1927, recorded as aforesaid in Liber No. 94, folio 348.

And sold the same to Orrie F. Peyton, at and for the sum of six hundred seventy dollars, and the said purchaser has complied with the terms of said sale by paying two hundred twenty-four dollars, on account of said purchase price in cash and has agreed to pay the balance in cash upon ratification of said sale by this Honorable Court.

Respectfully submitted,

Geo. H. Myers,
Trustee

State of Maryland, Somerset County, to-wit:

On this 5th day of October, 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 form of law that the matter and things stated in the aforegoing 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:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, 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 5th day of November, 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 4th day of November, 1937.

The report states the amount of sales to be $670.00.

J. Millard Tawes, Clerk.

And now at this day, to wit: on the eleventh day of November, in the year nineteen hundred and thirty-seven, came again into Court here the said complainant, by his solicotor aforesaid, and on motion of the said complainant, by his solicitor, aforesaid, the Court here passed the following order, to wit:

Orrie F. Peyton	)	No. 5046 Chancery
vs.	)	Circuit Court for
Kathleen C. Peyton, et al	)	Somers et County, Maryland.

ORDERED BY THE COURT, This eleventh day of November, nineteen hundred and thirty-seven, 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.

""

Harry C. Dashiell, Assignee Ex parte Trust created by mortgage from John Bevins and Edith Bevins, his wife to Home Owners Loan Corporation and assigned to Harry C. Dashiell for foreclosure, etc.	)	Be it remembered that heretofore to wit, on the 22nd day of September, 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 John Bevins and Edith Bevins, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twenty-second day of March, 1934, by and between John Bevins & Edith Bevins, his wife, of 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 thirty-five 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 thirty-five 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 $1.81 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 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 or parcel of land in Tangier Election District, Somerset County, Maryland, in the neighborhood of Rock Creek, beginning for the same at a bounder set up at the north corner of the land now or formerly of the heirs of Christopher Jones, and running North by said land to the east corner of the land now or formerly of Alfred Jones, and running east by said land to the corner of land now or formerly owned by Henry C. Disharoon and Granville P. Webster, and thence south and west by said land of Disharoon and Webster to the place of beginning, containing 1/4 of an acre of land, more or less.

Being the same land as conveyed from Henry C. Disharoon, and others, unto said John Bevins, by deed dated July 21, 1914, and recorded among Somerset County Land Records in LiberW. J. S. No. 67, folio 55.

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 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 by 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 of this contract and that no waiver of any obligation hereunder or of the obligation 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 necesssary, 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 said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

Test as to his mark. H. H. Belck — John his X mark Bivens (SEAL)

Test: M. Virginia Wood — Edith Bivens (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of March, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared John Bevins & Edith Bevins, 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

My commission expires sixth day of May, 1935. — Notary Public — NOTARY

Received for Record March 28th, 1934, and recorded in Liber J. M. T. No. 107,folio 90, 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 16th day of September, 1937.

WITNESS: Edward C. Golder — Chas. B. Lyddane, Regional Treasurer — CORPORATE SEAL

Filed for Record 22nd September, 1937, and recorded in Liber J. M. T. No. 107, folio 90.

Test: J. Millard Tawes, Clerk.

$435.00 — Chance, Maryland — 18D-85

March 22, 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 $435.00, 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 $1.81 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 andthat 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 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 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 as to his mark. H. H. Balck. — John his x mark Bevins, Chance, Maryland. (SEAL)

Edith Bevins, Chance, Maryland. (SEAL)

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 Eleventh day of October, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell under and by virtue of the power of sale contained in a mortgage from John Bevins and wife to Home Owners Loan Corporation, dated March 22, 1934, recorded among Land Records of Somerset County in Liber J. M. T. No. 107, folio 90, 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 theproceeds 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.

Signed, sealed and delivered in the presence of		Harry C. Dashiell (SEAL)
	CORPORATE SEAL	UNITED STATES FIDELITY AND GUARANTY COMPANY
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 twentieth day of October, 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. 5081 Chancery
	) In the Circuit Court
Under power in a mortgage from John Bevins and Edith Bevins, his wife, to the Home Owners Loan Corporation, assigned by Home Owners Loan Corporation for collection and foreclosure	) 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 John Bevins and Edith Bevins, his wife, to the Home Owners Loan Corporation, a corporation, dated the twenty second day of March, nineteen hundred and thirty four, and recorded among the Land Records of said Somerset County in Liber J. M. T. No. 107 folio 90 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, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said Somerset County, on Tuesday, the nineteenth day of October, 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 Tangier Election District, in said Somerset County, State of Maryland, whereon the said John Bevins and wife now reside, adjoining the lands of Alfred Jones' heirs, Washington McBride, James D. Jones and Rufus Wright, and containing one-quarter of an acre, more or less; and being the same land conveyed unto John Bevins by Henry C. Disharoon et. als. by deed dated July twenty first, nineteen hundred and fourteen, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 67 folio 55 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 20th day of October, 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 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	)	No. 5081 Chancery
	)	In the Circuit Court
Under power in a mortgage from John Bevins and Edith Bevins, 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	)	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 19th day of November, 1937; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 17 day of November, 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 twenty-second day of November, 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. 5081 Chancery
	) In the Circuit Court
Under power in a mortgage from John Bevins and wife to Home Owners Loan Corporation, and assigned etc.	) for Somerset County,
	) In Equity.
	)

ORDERED, by the Circuit Court for Somerset County, in Equity, this 22nd day of November, 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;_____,Clerk.

""

Harry C. Dashiell, Assignee Ex parte	) Be it remembered that heretofore, to wit,on the
	) twenty-second day of September, in the year nineteen
Trust created under power in mortgage from Elijah W. Parks and Ida C. Parks, his wife, to Home Owners Loan Corporation, assigned toHarry C. Dashiell for collection and foreclosure	) hundred and thirty-seven, a certain Harry C. Dashiell
	) of Somerset County and State of Maryland, in his pro-
	) per 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 Elijah W. Parks and Ida C. Parks, his wife, of said county and state, which said original is in the words following, to wit:

THIS MORTGAGE, Made this second day of June, 1934, by and between Elijah W. Parks and Ida C. Parks, 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 two thousand one hundred ninety one & 84/100 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 thousand one hundred ninety-one & 84/100 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 $17.34 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 the town of Crisfield, Somerset County, Maryland, on the south side of Columbia Avenue and beginning for the same on the south side of said Columbia Avenue at the northeast corner of the land now or formerly of Elmer Matthews; thence running a southerly direction by and with the land of said Elmer Matthews a distance of 142 feet to the lot now or formerly of Fred Gerald; thence in an easterly direction by and with the lot of said Gerald a distance of 57 feet 6 inches to the lot now or formerly of John T. Handy(formerly belonging to Charles P. Matthews); thence in a northerly direction by and with the lot of said Handy a distance of 142 feet to the south side of said Columbia Avenue, and thence in a westerly direction by and with the south side of said Columbia Avenue a distance of 59 feet to the place of beginning.

Being the same land which was conveyed from John T. Handy, and others, unto said Elijah W. Parks by deed dated August 4, 1921, and recorded in Somerset County Land Record Liber W. J. S. No. 85, folio 67.

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 Mortgagees 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 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 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: M. Virginia Wood — Elijah W. Parks (SEAL)

Ida C. Parks (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY that on this second day of June, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeare Elijah W. Parks and Ida C. Parks, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledge 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.

My commission expires the sixth day of May,1935. M. Virginia Wood
Notary Public

SEAL OF
NOTARY

Received for Record June 7th, 1934, and recorded in Liber J. M. T. No. 107, folio 184, 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 16th day of September, 1937.

WITNESS: Chas. B. Lyddane CORPORATE

Edward C. Golder. Regional Treasurer SEAL

Filed for Record 22nd September, 1937, and recorded in Liber J. M. T. No. 107, folio 184.

Test: J. Millard Tawes, Clerk.

$2191.84 Crisfield, Maryland 18D-159

June 2, 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 $2191.84, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $17.34 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.

Elijah W. Parks (SEAL)
Columbia Avenue
Crisfield, Maryland.

Ida C. Parks (SEAL)
Columbia Avenue
Crisfield, 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 Two Thousand Dollars ($2,000) to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and eabh 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 Eleventh day of October, A. D., 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Elijah W. Parks and wife to Home Owners Loan Corporate, dated June, 2, 1934, recorded among the Land Records of Somerset County in Liber J. M. T. No. 107, folio 184, 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.

Signed, sealed and delivered in the presence of:		Harry C. Dashiell (SEAL)
	CORPORATE	UNITED STATES FIDELITY AND GUARANTY COMPANY
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 twentieth day of October, 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. 5082 Chancery
	) In the Circuit Court
Under power in a mortgage from Elijah W. Parks and Ida C. Parks, his wife, to the Home Ownrs Loan Corporation, a corporation, and assigned by the Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	) 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 Elijah W. Parks and Ida C. Parks, his wife, to the Home Owners Loan Corporation, a corporation, dated the second day of June, 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 184 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 beeome 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 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, on Tuesday, the nineteenth day of October, nineteenhundred 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 town of Crisfield, in Crisfield Election District, in said somerset County, Maryland, and on the south side of Columbia Avenue, where the said Parks resides, fronting fifty nine feet on Columbia Avenue, and running back a distance of one hundred and forty two feet, adjoining the lands of Elmer Matthews, Fred. Gerald and Edward Riggin; and being the same land which was conveyed unto the said Elijah W. Parks by John T. Handy, et. als. by deed dated the fourth day of August, nineteen hundred and twenty one, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 85 folio 67 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 thousand dollars ($2000.00), 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 20th day of October, 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 facts 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	)	No. 5082 Chancery
	)	In the Circuit Court
Under power in a mortgage from Elijah W. Parks and Ida C. Parks, 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	)	for Somerset County
	)	In Equity.
	)	
	)	

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dasheill, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown or or before the 19th day of November, 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 17th day of November, nineteen hundred and thirty seven.

The report states the amount of sales to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-second, day of November, 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 Elijah W. Parks and wife to Home Owners Loan Corporation, and assigned etc.	)))))	No. 5082 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 22nd day of November, 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 ishereby 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.

""

Edgar A. Jones, Ex parte, under power in a mortgage from William S. Conn and Anna M. Conn to Ida I. Beauchamp, and assigned to Edward S. Bozman	))))	Be it remembered that heretofore to wit, on the fifteenth day of February, in the year nineteenhundred and thirty-seven, a certain Edgar A. Jones, 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 Ida I. Beauchamp, by a certain William S. Conn and wife of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 27th day of January, in the year nineteen hundred and nineteen, by William S. Conn and Anne M. Conn, his wife, of Somerset County, Maryland, witnesseth:

Whereas the said William S. Conn and Anne M. Conn, his wife, are indebted unto Ida I. Beauchamp, of said county and state, in the sum of eight hundred dollars, which said sum the said Ida I. Beauchamp has advanced to the said William S. Conn and Anne M. Conn, his wife, to pay the balance of the purchase money for the land hereinafter described, evidenced by the bill obligatory of the said William S. Conn and Anne M. Conn, his wife, for said sum of eight hundred dollars, dated evenly herewith, payable two years after date, with interest from date, payable annually from date, which said bill obligatory is pay able to the said Ida I. Beauchamp, and whereas for the purpose of securing the payment of said sum of eight hundred dollars, with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises, the said William S. Conn and Anne M. Conn, his wife, do grant and convey unto the said Ida I. Beauchamp, her heirs and assigns, all that tract or parcel of land situate and lying in St. Peter's Election District, in Somerset County, Maryland, being a part of the farm known as the William T. Smith home place, adjoining the lands of Edward J. B. Smith, and containing 50 acres, more or less, which was conveyed unto the said William S. Conn by Harry T. Phoebus and wife by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and being also the sameland which was conveyed to Harry T. Phoebus by Gordon Tull, Assignee, by deed dated the 27 day of January, 1919, and intended to be recorded among the land records of said Somerset County. To all of which said deeds and the references and descriptions therein contained, special reference is here made for full and accurate description of the 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, 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 aforesaod property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, her personal representatives or assigns, or L. Creston Beauchamp, her or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court havingjurisdiction to decree or order a sale thereof, all the annual crops pitched or cultiavted thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgage is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance, shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

TEST: William S. Conn (SEAL)

Joseph A. Croswell Anna M. Conn (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of January, in the year nineteen hundred and nineteen before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared William S. Conn and Anne M. Conn, the mortgagors, named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed.

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

Joseph A. Croswell SEAL OF

Notary NOTARY

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of January, 1919, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared L. Creston Beauchamp, agent of Ida I. Beauchamp, the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mort- is true and bona fide, as therein stated, and that he, the said L. Creston Beauchamp is the agent of the said Ida L. Beauchamp, and is authorized to make this affidavit.

J. Frank Miles, J. P.

Received for Record 28 Jan. 1919, and recorded in Liber W. J. S. No. 75 folio 396 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received, I hereby assign the within mortgage to the Bank of Somerset.

Witness my hand and seal this 28th day of October, 1922.

Witness: Amelia Disharoon Ida I. Beauchamp (SEAL)
Mildred B. Adams

Filed for Record 26 Oct. 1922, and recorded in Liber W. J. S. No. 75, folio 396.

Test: W. Jerome Sterling, Clerk.

For value received the Bank of Somerset, a body corporate, hereby assigns the within mortgage to Harry T. Phoebus, without recourse.

Dated October 24, 1935. BANK OF SOMERSET

CORPORATE

Witness: SEAL BY Wm. B. Spiva, President

For value received I do hereby assign the within mortgage to Edward S. Bozman, without recourse.

Witness my hand and seal this 26th day of October 1935.

H. T. Phoebus.

Filed for Record October 29th, 1935, and recorded in Liber W. J. S. No. 75 folio 396.

Test: J. Millard Tawes, Clerk.

For value received and for the purpose of foreclosure and collection I hereby assign the within mortgage to Edgar A. Jones.

Witness my hand and seal this 1st day of February, 1937.

Edward S. Bozman (SEAL)

Filed for Record 15th Feby. 1937, and recorded in Liber W. J. S. No. 75, folio 397.

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 E. Mace Smith, 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 sixteen hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents, sealedwith our seals and dated this 6th day of February, in the year nineteen hundred and thirty seven.

Whereas by mortgage dated January 27th, 1919, recorded among the land records of Somerset County in Liber W. J. S. No. 75 folio 396 &c William S. Conn and Anne M. Conn conveyed to Ida I. Beauchamp certain real estate in said Somerset County to secure the payment of the sum therein mentioned, and whereas the said mortgage has been duly assigned to Edward S. Bozman 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 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 said in said mortgage contained:

Now therefore, the conditions 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 mortgages property or the proceeds thereof, then the above obligation is void, otherwise to be and remain in full force and virtue in law.

Witness:	Edgar A. Jones	(SEAL)
Ruth Ward.	Edward S. Bozman	(SEAL)
	E. Mace Smith	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-sixth 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:

Edgar A. Jones, Ex parte, under power contained in a mortgage from William S. Conn and Anne M. Conn to Ida I. Beauchamp, and assigned to Edward S. Bozman	) No. 4999 Chancery) In the Circuit Court) for Somerset County.

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 William S. Conn and Anne M. Conn, his wife, to Ida I. Beauchamp, duly assigned to Edward S. Bozman, and by him assigned to the undersigned for the purpose of foreclosure and collection, said mortgage being dated January 27th, 1919, and recorded among the land records of Somerset County in Liber W. J. S. No. 75, folio 396, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon, whereby said mortgage debt has become due and demandable, respectfully represents to your Honors; that after giving bond with security approved by the Clerk of this Court, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and giving more than twenty days notice of the time, place, manner, and terms of sale by advertisement in the Eastern Shore Republican, a weekly newspaper published in Somerset County once a

week for three successive weeks, before the day of sale, he did pursuant to said notice attend at the Court House door at Princess Anne, Maryland, on the 23rd day of February, 1937, at two o'clock P. M., and then and there proceed to sell the property described in said mortgage, to wit:

All that farm, tract or parcel of land situate in St. Peters Election District, Somerset County, Maryland, containing fifty acres, more or less, known as part of the William T. Smith home place, lying and binding on St. Peters Creek and adjoining the land owned or formerly owned by E. J. B. Smith, and being the same land on which Henry A. Bonnet now resides, and being also the same land which was conveyed to the said William S. Conn by Harry T. Phoebus by deed dated January 27th, 1919, and recorded among the land records of Somerset County in Liber W. J. S. No. 77, folio 409, and sold the same to Edward S. Bozman at and for the sum of six hundred dollars, he being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale.

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

Total sales			$ 600.00
To Carlos Bozman, Collector of State & County taxes County taxes for 1933, 1934, 1935 and 1936		58.48	
To The Eastern Shore Republican, adv. & order nisi		18.00	
To Clerk of Court, for costs		21.00	
To Edwin B. Muir, auctioneer's fee		2.00	
To Assignee		46.00	145.48
Balance to be credited on mortgage debt			$ 454.52
Total mortgage debt, principal	800.00		
interest	192.00		
	$ 992.00		
Less credit by sale	454.52		
Balance due	$ 537.48		

Respectfully submitted,

Edgar A. Jones, Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 26th day of February 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, Assignee named in the foregoing report of sale and made oath indue form of law that the matters and things therein stated are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Edgar A. Jones, Ex parte, under power in a mortgage from William S. Conn and Anne M. Conn to Ida I. Beauchamp, and assigned to Edward S. Bozman	) No. 4999 Chancery) In the Circuit Court for) Somerset County.

Ordered, this 26th day of February, in the year nineteen hundred and thirty-seven, that the sale of the property mentioned in these proceedings and the distribution thereof 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 30th day of March, nineteen hundred and thirty-seven, 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 29th day of March, 1937.

The report states the amount of sales to be $600.00.

J. Millard Tawes

Clerk of the Circuit Court.

And now at this day to wit, on the twenty-fourth day of November, 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 William S. Conn and Anne M. Conn to Ida I. Beauchamp, and assigned to Edward S. Bozman	) No. 4999 Chancery) In the Circuit Court) for Somerset County.

- - - -

Ordered by the Circuit Court of Somerset County in Equity, this 24th day of November, nineteen hundred and thirty-seven that the sale of the real estate mentioned in these proceedings and the distribution of the proceeds thereof made and reported by Edgar A. Jones, Assignee of the mortgage 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 Jones, Clerk.

""

W. Edgar Porter, Assignee of Mortgage to John B. Fleming from Henry Clay Jones and Matilda Jones, his wife, Ex parte	) Be it remembered that heretofore to wit, on the eighth) day of September, in the year nineteen hundred and thirty-) seven, a certain W. Edgar Porter, of Wicomico County and) State of Maryland, in his proper person, exhibited and

filed in the Circuit Court here, the original of a certain mortgage executed and delivered to John B. Fleming by a certain Henry Clay Jones and Matilda Jones, his wife, of Somerset County and State, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this fourth day of April, in the year nineteen hundred and twelve by Henry Clay Jones and Matilda Jones, his wife of Somerset County in the State of Maryland, witnesseth:

Whereas the said Henry Clay Jones and Matilda Jones his wife are justly indebted unto John B. Fleming of said County and State on bill obligatory dated this day for the sum of Seven hundred and sixty dollars payable one year after date with interest from date and for the purpose of better securing the payment of which said sum with interest and payable as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that for and in consideration of the above recited premises and the sum of five dollars in hand paid the said Henry Clay Jones and Matilda Jones, his wife do grant and convey unto the said John B. Fleming his heirs and assigns forever all the following described property to wit:

First: All that lot or parcel of land in East Princess Anne District in Somerset County, Maryland, on the North side of the County road leading from Princess Anne to the residence of Lafayette Ross adjoining the lands of H. Clay Jones, H. Fillmore Lankford and others, containing five and three-twenty-fifths acres, more or less, being the same parcel of land which was conveyed to the said George Mills by Ephriam G. Polk and Henry Page by deed dated the 3rd day of July, 1899, recorded among said records in Liber O. T. B. No1 26, folio 183 etc., it being the same property which was conveyed unto the said James I. Dennis by H. Fillmore Lankford, mortgagee by deed dated the fourth day of April, 1912, and duly of record among the land records of saidCounty.

Second: All that lot or parcel of land whereon the said mortgagors now reside situate in East Princess Anne District in said County and State containing twenty acres more or less, and being all the land which was conveyed unto the said Henry Clay Jones by Edward F. Duer and wife by deed dated the thirteenth day of August, 1892, and duly of record among the land records of said Somerset County in Liber H. F. L. No. 11, folio 242. To which said deeds and all the references in the same contained special reference is hereby made for a more full and accurate description

of the lands and premises hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Henry Clay Jones and Matilda Jones, 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 aacrue, or in any part to either one of them, at the time limited for the payment of the same, at the time limited for the payment of the same, or inany agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Robert F. Duer, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset county, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said 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 adbertising 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 allof 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 cultiavted thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least five hundred dollars, and to cause the policy to be effected thereonto be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee 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 thehands and seals of said mortgagors.

Test: R. F. Duer — Henry Clay his x mark Jones (SEAL)

E. B. Lyons. — Matilda her x mark Jones (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this fourth day of April, in the year nineteen hundred and twelve, before me, the subscriber, a _____ of the State of Maryland, in and for Somerset County aforesaid, personally appeared Henry Clay Jones and Matilda Jones, 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 John B. Fleming the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he has not required the mortgagors, their Agent or Attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

Emanuel B. Lyons, J. P.

Received for Record 13th Apr. 1912, and recorded in Liber S. F. D. No. 61 folio 76 &c., one of the Land Recofds of Somerset County.

Per: S. Frank Dashiell, Clerk.

Princess Anne, Md. Sept. 8, 1937

FOR VALUE RECEIVED, I hereby assign the within mortgage unto W. Edgar Porter for foreclosure and collection. Witness my hand and seal the day andyear first above written.

Test: Clarence L. Byrd — John B. Fleming (SEAL)
John B. Fleming

Filed for Record 8th Sept. 1937, and recorded in Liber S. F. D. No. 61, folio 77.

Test: J. Millard Tawes, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS:

That we, W. Edgar Porter, of Wicomico County and State of Maryland, as principal, and John B. Fleming, of Princess Anne, 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 attorneys, to which payment, well and truly to be made, we bind ourselves and each or 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 second day of October, in the year nineteen hundred and thirty seven.

Whereas, the above bounden W. Edgar Porter, by virtue of a decree of the Circuit Court for Somerset County, Maryland, was appointed Trustee to make sale of the real estate mentioned in the proceedings in the cause of John B. Fleming vs. Henry Clay Jones and Matilda Jones, his wife, Ex Parte, the same being No. 5076 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 W. Edgar Porter does

and shall well and truly and faithfully perform the trust imposed in him by the aforesaid decree of Court or that may be imposed in him by any future decree or or order in the premises, then the obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

F. Kirk Maddrix
Witness

W. Edgar Porter (SEAL)
Principal

John B. Fleming (SEAL)
Surety

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirteenth day of October, 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 ;

W. Edgar Porter, Assignee of mortgage to John B. Fleming from Henry Clay Jones and Matilda Jones, his wife,	) No. 5076 Chancery
	) In the Circuit Court for
	) Somerset County, Md.
Ex parte	) In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of W. Edgar Porter, Assignee of John B. Fleming, holder of a mortgage dated April 4, 1912, and recorded among the Land Records of Somerset County, Maryland, in Liber S. F. D. No. 61, folio 76 &c., made by Henry Clay Jones and Matilda Jones, his wife, and by the said John B. Fleming assigned to W. Edgar Porter for the purpose of foreclosure and collection, default having occurred in the covenants contained in said mortgage, and W. Edgar Porter, Assignee as aforesaid, having filed said mortgage for the purpose of foreclosure, respectfully shows unto your Honors:

That after giving bond with security approved by the Clerk of said Court for the faithful performance of his trust as reposed in him by the aforesaid assignment and mortgage, and as required by law, and after having given 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, Maryland, for four successive weeks before the day of sale, as will appear by reference to the hereto annexed Certificate of Publication of said Notice of Sale, and by handbills circulated in said Somerset County, one of which was posted at the front door of the Courthouse in said County, he did, pursuant to said Notice, attend at the front door of the Courthouse in Princess Anne, Somerset County, Maryland, on Tuesday, October 5, 1937, at two o'clock P. M., and then and there proceeded to sell said property, to wit:

All that lot or parcel of land whereon the said Henry Clay Jones and wife formerly resided situate in East Princess District in Somerset County and State of Maryland, containing 20 acres more or less, and being all theland which was conveyed unto the said Henry Clay Jones by Edward F. Duer and wife by deed dated August 13, 1892, and duly recorded among the Land Records of Somerset County, Maryland, in Liber H. F. L. No. 11, folio 242; save and excepting therefrom one acre of land more or less which was conveyed by Henry Clay Jones and wife and John B. Fleming unto Harry Jones by deed dated August 1, 1930, which deed is recorded among the said Land Records of Somerset County, Maryland in Liber G. W. L. No. 100, folio 318; and sold the same to John B. Fleming of Princess Anne, Maryland, for Five Hundred Dollars ($500.00), he being the highest, best and only bidder therefor, and the said purchaser has complied with the terms of said sale.

And the said Assignee, as aforesaid, further reports and prays ratification of the distribution of the funds coming into his hands from the said sale as follows, to wit:

Oct. 5, 1937	By amount of sale, as per report		$ 500.00
	To Everett Muir, Auctioneer	2.50	

To J. Millard Tawes, Clerk of Court, costs	11.00	
To W. Edgar Porter, Appearances fee	10.00	
To W. Edgar Porter, commissions as per Rule of Court	39.00	
To Marylander and Herald, Notice of Sale, Order Nisi and Handbills	26.25	
Total		88.75
Amount applied on mortgage debt, interest, taxes and insurance paid under the terms of the mortgage, which are as follows:		411.25
Principal balance	460.00	
Accrued interest	183.86	
Fire insurance paid	4.00	
Taxes paid	65.60	
Total debt	713.46	713.46
Amount still due after credit as above		$ 302.21

Respectfully submitted,

W. Edgar Porter

Assignee for purpose of foreclosure and collection

STATE OF MARYLAND, WICOMICO COUNTY, SS:

I hereby certify that on this twelfth day of October, in the year nineteen hundred and thirty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared W. Edgar Porter, the above Assignee, and made oath in due form of law that the above statement and Report is true and correct to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

Elva B. Toadvine SEAL OF

Notary Public NOTARY

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

W. Edgar Porter, Assignee of Mortgage to John B. Fleming, from Henry Clay Jones and Matilda Jones, his wife	) No. 5076 Chancery
	) In the Circuit Court for
	) Somerset County, Md.
Ex parte	) In Equity.

ORDER NISI

ORDERED, by the Circuit Court for Somerset County, State of Maryland, in Equity, this 13th day of October, A. D. 1937, that the sale of the property and distribution of the proceeds shown in the Report of Sale of the property mentioned in these proceedings, made, reported and distributed by W. Edgar Porter, Assignee for the purpose of foreclosure and collection, be ratified and confirmed, unless cause to the contrary be shown on or before the 15th day of November, next; provided a copy of this order be inserted in some weekly newspaper published in said Somerset County once in each of three successive weeks before the 13th day of November, next.

J. Millard Tawes,

Clerk of the Circuit Court.

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

ORDERED, by the Circuit Court for Somerset County, State of Maryland, in Equity, this first day of December, A. D. 1937, that the sale made and reported by the Assignee aforesaid and the distribution of the proceeds shown in the Report of said sale be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said Cause, and the Assignee is allowed the usual commissions and such proper expenses as he shall produce his proper vouchers for.

James M. Crockett, Judge.

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

Per: J. Millard Jawes, Clerk.

""

L. Creston Beauchamp, Ex parte Trust created by mortgage from Hattie K. Whittington and husband	Be it remembered that heretofore to wit, on the eighteenth day of October, in the year nineteen hundred and thirty-eight, 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, Jr. & others by a certain Hattie K. Whittington and Ernest H. Whittington, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 3rd day of February, in the year nineteen hundred and sixteen, by us Hattie K. Whittington and Ernest H. Whittington, her husband, of Somerset County, Maryland.

Whereas the said Hattie K. Whittington and Ernest H. Whittington, her husband, have borrowed from Henry J. Waters, Sr., guardian of Henry J. Waters, Jr., Parke Custis Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, wards of the said Henry J. Waters, Sr., the sum of three hundred and sixty-eight dollars, and have executed to the said Henry J. Waters, Sr., Guardian as aforesaid, their joint bill obligatory bearing date on the 1st day of February, in the year 1916 for the said principal sum of Three Hundred and sixty eight dollars with interest thereon, payable annually thereon from the thereof, the whole principal sum payable three years from the date thereof, and to secure the payment of which sum with interest as aforesaid these presents are executed; Now therefore this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar the said Hattie K. Whittington and Ernest H. Whittington, her husband, do grant and hereby convey unto the said Henry J. Waters, Jr., Parke Custis Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, wards of the said Henry J. Waters, Sr., all that tract or parcel of land lying and being situate in Brinkley's Election District in Somerset County, Maryland, and whereon the said Hattie K. Whittington and Ernest H. Whittington now reside and on the public road leading from Marion Station to Tull's Corner and containing aboutfifty-five acres of land, more or less, and being the same property that was devised by Samuel J. Tull, late of Somerset County, unto Mrs. Mary I. Tull for life and after her death to the said Hattie K. Whittington in fee simple, by will dated February 7th, 1890, and recorded in the office of the Register of Wills of said County in Liber H. H.D. No. 6, folio 8 et seq., except several small lots that have been conveyed to different parties since the death of the said Samuel J. Tull as shown by the Land Records of said County and except the eight acres of said farm devised under said will to William A. Tull.

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

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least three hundred and sixty eight 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 thehands 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:	Hattie K. Whittington	(SEAL)
Aden Davis Jr.	Ernest H. Whittington	(SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this _____ day of February, in the year nineteen hundred and sixteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset

County aforesaid, personally appeared Henry J. Waters, Sr., guardian for the above named mortgagees, and made oath in due form of law that he is the guardian of the above named mortgagees, and its duly qualified agent of the above named mortgagees for the purpose of making this affidavit, and also made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he nor the said mortgagees have not required the mortgagors, their Agent or Attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he nor the said mortgagees require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

James S. P. White, J. P.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 3rd day of February, in the year 1916, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Hattie K. Whittington and Ernest H. Whittington, her husband, and did each acknowledge the foregoing mortgage to be their respective act. In testimony whereof I hereunto set my hand and affix my Notarial Seal this the day and date above written.

Aden Davis, Jr., Notary Public SEAL OF NOTARY

Received for Record February 7th, 1916, and recorded in Liber W. J. S. No. 69 folio 406 &c.,one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received I hereby assign the within mortgage to Henry J. Waters, Jr., P. C. Wilson Waters, Emily W. Waters, Levin L. Waters and Robert W. Waters.

Witness my hand and seal this sixth day of October, 1937.

Test: L. C. Beauchamp. Emily B. Waters (SEAL)
Admx. Henry J. Waters, deceased.

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

Witness our hands and seals this 9th day of October, 1937.

Test as to H. J. Waters, Jr.: Henry J. Waters, Jr. (SEAL)

Elizabeth E. Waters Parke Custis Wilson Waters (SEAL)

Test as to P. C. W., Emily W. & Levin L. Waters: Emily Wilson Waters (SEAL)

Levin L. Waters (SEAL)

Elizabeth E. Waters

Robert W. Waters (SEAL)

Test as to Robt. W. Waters:

John T. Clark.

Filed for Record October 18th, 1937, and recorded in Liber W. J. S. No. 69, folio 406.

Test: J. Millard Tawes, Clerk.

$368.00 Three years after date we jointly and severally promise and oblige ourselves our executors or administrators to pay to Henry J. Waters, Guardian of Henry J. Waters, Jr., Parke Custis Wilson Waters, Emily Wilson Waters, Levin L. Waters, and Robert Worthington Waters, wards of the said Henry J. Waters, his successor or assigns, the full and just sum of Three Hundred and Sixty Eight Dollars with interest thereon payable annually from the date hereof.

This obligation being given for money this day borrowed from the said Henry J. Waters, Sr. Guardian as aforesaid and is secured by mortgage bearing even date herewith upon farm in Brinkley's Election Dist. in Somerset County, Maryland, and known as the "Branch Farm.

Witness our hands and seals this 1st day of February, in the year 1916.

Witness: Aden Davis, Jr. Hattie K. Whittington (SEAL)

8¢ Documentary stamp. Ernest H. Whittington (SEAL)

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

KNOW all men by these presents that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland, corporation, surety, are held and firmly bound unto the State of Maryland in the 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 an each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of October, nineteen hundred and thirty-seven.

WHEREAS, by mortgage dated February 3d, 1916, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 69, folio 406, a certain Hattie K. Whittington and Ernest H. Whittington, her husband, conveyed to Henry J. Waters, Jr. and others certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by assignment dated October 9, 1937, duly recorded among said land records, the said Henry J. Waters, Jr. and others assigned said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell said mortgaged property and is about to exercise said power 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 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

CORPORATE SEAL

Test:
James R. Stewart.

Which said bond was thus thereon endorsed, to wit:

Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the tenth day of November, 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:

L. Creston Beauchamp, Ex parte	)	No. 5088 Chancery
Trust created by mortgage from Hattie K. Whittington and husband to Henry J. Waters, Jr. and others	)	In the Circuit Court for Somerset County, Maryland.
	)	

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

The report of L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Hattie K. Whittington and Ernest Whittington, her husband, to Henry J. Waters, Jr. and others, dated the 3d day of February, 1916, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 69, folio 406, assigned to the said L. Creston Beauchamp by assignment dated October 9th, 1937, recorded among said land records, respectfully represents:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the

time, place manner and terms of sale by advertisement in the Somerset News, a weekly newspaper published in said county, and by hand-bill posted at the Court House door in said county, he did, in pursuance of said notice and advertisement attend at the Court House door in Princess Anne, Maryland, on Tuesday, November 9th, 1937, at or about thehour of two o'clock P. M., and then and there proceeded to sell at public auction the following described property conveyed by the said mortgage, namely:

He offered all that farm or tract of land situate, lying and being in Brinkley's Election District, Somerset County, Maryland, on the stone road leading from Marion to Tull's Corner, and where the mortgagors now reside, adjoining the lands of Harry Evans, Louis Sterling andothers, and containing 31½ acres, more or less, being a part of the land devised to the said Hattie K. Whittington by Samuel J. Tull by his last will and testament dated February 7th, 1890, recorded among the testamentary records of said Somerset County in Liber H. H. D. No. 6, folio 8, improved by a dwelling and outhouses, and sold the same to Mildred E. Tull, of Somerset County, Maryland, she being the highest bidder therefor, at and for the sum of six hundred and thirty-five dollars, which the purchaser has paid in cash.

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 10th day of November, 1937, before me, the subscriber, the 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 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 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. 5088 Chancery
Trust created by mortgage from Hattie K. Whittington and husband to Henry J. Waters, Jr. and others.	)	In the Circuit Court for
	)	Somerset County,
	)	Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 10th day of November, 1937, 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, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 13th day of December, 1937; provided a copy of this order be inserted in some newspaper printed in Somerset County, Maryland, once in each of three successive weeks before the 11th day of December, 1937.

The report states the amount of sale to be $635.00.

J. Millard Tawes
Clerk of Court.

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

L. Creston Beauchamp,	)	No. 5088 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 and no cause to the contrary having been shown, it is this 15th day of December, 1937, adjudged, ordered, and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, assignee and trustee, and the sale by him reported 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.

""

L. Creston Beauchamp, Ex parte	)	Be it remembered that heretofore, to wit, on the
Trust created by mortgage from John W. Jones and Sarah E. Jones, his wife, to Henry J. Waters, trustee	)	eighteenth day of October, in the year nineteen
	)	hundred and thirty-seven, a certain L. Creston Beau-
	)	champ, 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 John W. Jones and Sarah E. Jones, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 9th day of August, in the year nineteen hundred and ten by us, John W. Jones and Sarah E. Jones, of Somerset County, Maryland, witnesseth:

That for and in consideration of the sum of Three Hundred Dollars ($300.00), now owing from us the said John W. Jones and Sarah E. Jones, his wife, 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 John W. Jones and Sarah E. Jones, to the said Henry J. Waters, Trustee, aforesaid, for the said principal sum of Three Hundred Dollars, with interest thereon, payable annually from the date thereof and bearing even date herewith, the whole principal sum payable two years from the date thereof do grant and convey unto the said Henry J. Waters, Trustee of the trust created under the last will and testament of Margaret Nichols, dec'd, all that lot or parcel of land lying and being situate in Mt. Vernon Dist. in Somerset County, Maryland, and on the south side of the County Road in said District and County leading from White Haven to the head of Wicomico Creek and adjoining the lands of George Lloyd; Charles Jones, the M. E. Church, colored, and the heirs of Hugh Pinkett, and containing 3 3/8 acres of land, and being the same land that was conveyed to the said John W. Jones and Sarah E. Jones by Upshur L. Green and wife by deed dated on the 17th day of May, in the year 1906 and to which said deed and all the recitals therein contained and duly recorded among the Land Records of Somerset County, Maryland, in Liber O. T. B. No. 43, folio 367, reference is here made for a more full and perfect description of the land hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his 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 be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said John W. Jones and Sarah E. Jones dohereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and is shall be lawful for the said Mortgagee, his successors 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 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 degree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors; or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Three Hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in thehands 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. Lyons. John W. his x mark Jones (SEAL)
Sarah E. Jones (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of August, in the year nineteen hundred and ten, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared John W. Jones and Sarah E. Jones, his wife, the mortgagors named in the foregoing mortgage and did each acknowledge the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Henry J. Waters, Trustee and mortgagee, in the aforegoing mortgage and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he has not required the mortgagors Agent or Attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will be 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 Aug. 9, 1910 and recorded in Liber S. F.D. No. 56, folio 80 &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 estate.

Witness my hand and seal this seventh of October, 1937.

Test: Emily B. Waters (SEAL)
Emily W. Waters. Admx. Henry J. Waters, trustee, deceased.

Filed for Record Oct. 18, 1937, and recorded in Liber S. F. D. No. 56, folio 80.

Test: J. Millard Tawes, Clerk.

And thereupon the said 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 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 withour seals and dated this eighteenth day of October, nineteen hundred and thirty-seven;

WHEREAS, by mortgaged dated the ninth of August, 1910, recorded among the land records of said Somerset County in Liber S. F. D. No. 56, folio 80, a certain John W. Jones and Sarah E. Jones, his wife, conveyed to Henry J. Waters, trustee of Margaret Nichols estate, certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by assignment dated October 7th, 1937, duly recorded among said land records, the said mortgage was assigned to the said L. Creston Beauchamp by the administratrix of the said Henry J. Waters, trustee, deceased, for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell said mortgaged property and is about to exercise said power by a sale of said mortgaged property;

Now, the condition of the obligation is such thatif 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: James R. Stewart.

CORPORATE SEAL

The Maryland Casualty Company,
By L. C. Beauchamp
Attorney in fact

Which said bond was thus thereon endorsed, to wit:

Bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirteenth day of November, 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. 5087 Chancery
Trust created by mortgage from John W. Jones and Sarah E. Jones, his wife, to Henry J. Waters, trustee	)	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 of Margaret Nichols estate, respectfully represents that by virtue of the power and authority contained in a mortgage from John W. Jones and Sarah E. Jones, his wife, to Henry J. Waters trustee, dated August 9th, 1910, recorded among the land records of Somerset County, Maryland, in Liber S. F. D. No. 56, folio 80, after default had occurred in the terms and conditions of said mortgage and after having given bond with approved security as required by law conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and herald, a weekly newspaper published in said Somerset County and also by hand bill posted at the Court House door in said county, he did, in pursuance of said notice and advertisement, attend at the Court House door in Princess Anne, Maryland, on Tuesday, November 9th, 1937, at or about the hour of two o'clock P. M., and then and there proceeded to sell at public auction the following described property, conveyed by said mortgage:

He offered all that lot or parcel of land situate, lying and being in Mount Vernon Election District, Somerset County, Maryland, on the south side of the county road leading from White Haven to the Head of Wicomico Creek, adjoining the lands of George Lloyd, Charles Jones, the colored M. E. Church and the heirs of Hugh Pinkett, and containing 3 3/8 acres, more or less; being the same and all the land which was conveyed to the said John W. Jones and Sarah E. Jones, his wife, by Upshur Green and wife by deed dated May 17th, 1906, recorded among said land records in Liber O. T. B. No. 43, folio 367, improved by a dwelling house, and sold the same to Robert F. Duer, of Somerset County, Maryland, he being the highest bidder therefor, at and for the sum of one hundred dollars, and the purchaser has complied with the terms of sale to the satisfaction of the trustee.

The trustee will make the following distribution of the proceeds of said sale, upon the final ratification thereof:

To whole amount of sale		$ 100.00
Costs, as taxes by Clerk	$ 21.50	
Advertising Sale & Order Nisi	23.00	
Auctioneer	2.00	
State & County taxes, 1937	8.61	
Premium on bond	10.00	
Commissions, per Chancery rule	25.00	90.11
Balance due to mortgagee		9.89

And the trustee charges himself with the proceeds of said sale 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 13th day of November, 1937, before me, the subscriber, clerk of the Circuit Court for SomersetCounty, 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 facts stated in said report are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported and the distribution of proceeds therein were fairly made.

J. Millard Tawes

Clerk of Circuit Court.

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

L. Creston Beauchamp, Ex parte	)	No. 5087 Chancery
Trust created by mortgage from John W. Jones and Sarah E. Jones, his wife, to Henry J. Waters, trustee	)	In the Circuit Court for Somerset County, Maryland.
	)	

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 13th day of November, 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 proceeds 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 20th of December, 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 20th of December, 1937.

The report states the amount of sale to be $100.00.

J. Millard Tawes,

Clerk of Court

And now at this day to wit, on the 22nd day of December, 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. 5087 Chancery
Ex parte	)	Circuit Court for Somerset County, Md.
	)	

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 22nd day of December, 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 pro- 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.

""

L. Creston Beauchamp, Ex parte Trust Created by mortgage from Bessie M. Lloyd and John L. Lloyd, her husband, to Henry J. Waters, Jr. and others	) Be it remembered that heretofore, to wit, on the nine-) teenth day of October, in the year nineteen hundred and) thirty-seven, 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 Henry J. Waters, Sr., Guardian, etc., by a certain Bessie M. Lloyd and John L. Lloyd of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 9th day of August, in the year nineteen hundred and fifteen, by us Bessie M. Lloyd and John L. Lloyd, her husband, of Somerset County, Maryland, witnesseth, whereas the said Bessie M. Lloyd and John L. Lloyd her husband, have this day borrowed from Henry J. Waters Sr., Guardian of Henry J. Waters, Jr., P. C. Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, wards of the said Henry J. Waters, Sr. and have executed to the said Henry J. Waters, Sr. guardian as aforesaid their bill obligatory bearing even date herewith, for the said principal sum of three hundred dollars, with interest thereon from the date thereof, the whole principal sum and interest payable on one year from the date thereof, and to secure the payment of which sum with interest as aforesaid, these presents are executed.

Now therefore this mortgage witnesseth, that in consideration of the premises and of the sum of one dollar, the said Bessie M. Lloyd and John L. Lloyd, her husband, do grant and hereby convey unto the said Henry J. Waters, Jr., P. C. Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, wards of the said Henry J. Waters, Sr., all that lot or parcel of land situated lying and being in West Princess Anne district in Somerset County, Maryland, and located at Venton, formerly Habnab, and on the north side of the county road leading from Princess Anne to Deals Island being 90 ft by 130 ft and containing one quarter of an acre of land, more or less, and being all of the land which was conveyed to the said Bessie M. Lloyd by John L. Lloyd by deed dated on the 18th day of June in the year 1913 and to which said deed and all the recitals therein contained, and duly recorded among the Land Records of Somerset County, Maryland, in Liber _____No. 63, folio 163, reference is here made for a more full and perfect description of the land and premises hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, their heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Bessie M. Lloyd and John L. Lloyd do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, their personal representatives or assigns, or Henry J. Waters, Sr., 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, their personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

WITNESS the hands and seals of said mortgagors.

Test:	Bessie M. Lloyd	(SEAL)
Charles R. Porter.	John L. Lloyd	(SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of August, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Bessie M. Lloyd and John L. Lloyd 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 Henry J. Waters, Guardian for the above named mortgagees, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he nor the above nemed mortgagees have not required the mortgagors, their Agent or Attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he nor the above named mortgagees require any tax levied thereon to be paid by

the mortgagors, or any person for them during the existence of this mortgage, and also made oath in due form of law that he is the guardian of the above named mortgagees, and the duly qualified agent of the above named mortgagees for the purpose of making this affidavit.

Charles R. Porter, J. P.

Received for Record 9th Augt. 1915, and recorded in Liber W. J. S. No. 69, folio 200 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received, I hereby assign the within mortgage to Henry J. Waters, Jr., P. C. Wilson Waters, Emily W. Waters, Levin L. Waters and Robert W. Waters.

Witness my hand and seal this seventh day of October, 1937.

Test: L. C. Beauchamp. Emily B. Waters (SEAL)

Admx. Henry J. Waters, deceased.

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

Witness our hands and seals this _____ day of October, 1937.

Test as to H. J. Waters, Jr.: Elizabeth E. Waters.	Henry J. Waters, Jr.	(SEAL)
	P. C. Wilson Waters	(SEAL)
Test as to P. C. W., Emily W., and L. L. Waters: Elizabeth E. Waters.	Emily Wilson Waters	(SEAL)
	Levin L. Waters	(SEAL)
Test as to R. W. Waters:	Robert W. Waters	(SEAL)
John T. Clark.		

Filed for Record 19th October, 1937, and recorded in Liber W. J. S. No. 69, folio 200.

Test: J. Millard Tawes, Clerk.

$300.00 One year after date we jointly and severally promise and oblige ourselves our executors or administrators, to pay to Henry J. Waters, Sr., Guardian of Henry J. Waters, Jr., P. C. Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, the full and just sum of Three Hundred Dollars with interest thereon from the date hereof.

This obligation being given for money this day borrowed from the said Henry J. Waters, Sr. guardian as aforesaid, and is secured by mortgage bearing even date herewith upon a certain lot or parcel of land lying and being situate at Venton in Somerset County, Maryland, and containing one quarter of an acre of land, more or less.

Witness our hands and seals this 9th day of August in the year 1915.

Test:	Bessie M. Lloyd	(SEAL)
Charles R. Porter.	John L. Lloyd	(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 R. Mark White and Claude R. Bounds surety, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the sum of five hundred dollars, to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of October, nineteen hundred and thirty-seven.

WHEREAS, by mortgage dated August 9th, 1915, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 69, folio 200, a certain Bessie M. Lloyd and John L. Lloyd, her husband, conveyed to Henry J. Waters, Jr. and others certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and whereas by assignment dated October 9th, 1937, duly recorded among said land records, the said Henry J. Waters, Jr. and others assigned said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said L.

Creston Beauchamp is authorized to sell said mortgaged property, and is about to exercise said power by a sale of said 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 therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: James R. Stewart.

L. Creston Beauchamp (SEAL)
Principal

R. Mark White (SEAL)

Claude R. Bounds (SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirteenth day of November, 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. 5089 Chancery
Trust created by mortgage from Bessie M. Lloyd and John L. Lloyd, her husband, to Henry J. Waters, Jr. and others	)	In the Circuit Court for Somerset County, Maryland.
	)	

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

The report of L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Bessie M. Lloyd and John L. Lloyd, her husband, to Henry J. Waters, Jr. and others, dated August 9th, 1915, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 69, folio 200, respectfully represents that by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County, and also by hand bill posted at the Court House door in said county, he did, in pursuance of saidnotice and advertisement, attend at the Court House door in Princess Anne, Maryland, on Tuesday, November 9th, 1937, at or about thehour 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 size 90 feet by 130 feet, situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, in the village of Venton and on the north side of the county road leading through said village, adjoining the lands of Joseph Reese and Perry Reese, containing one-quarter acre, more or less; being the same and all the land which was conveyed to the said Bessie M. Lloyd by John L. Lloyd by deed dated June 18th, 1913, recorded among said land records in Liber S. F. D. No. 63, folio 163, improved by a dwelling and store building, and sold the same to Natt Lewis of Somerset County, Maryland, he being the highest bidder therefor, at and for the sum of two hundred and seventy-five dollars, and the purchaser has complied with the terms of sale to the satisfaction of the assignee and trustee.

The assignee and trustee will make the following distribution of the proceeds of said sale; upon the final ratification of said sale:

To Whole amount of sale		$ 275.00
Costs as taxes by Clerk	$ 21.50	
Advertising Sale & Order Nisi	23.00	

Auctioneer	$ 2.00	
Commissions, per Chancery rule	25.00	
State & County taxes, 1937	15.31	$ 86.81
		188.19
To Henry J. Waters, Jr., P. C. Wilson Waters, Emily W. Waters, Levin L. Waters and Robert W. Waters, holders of note secured by mortgage	300.00	
To Interest to day of sale	200.00	500.00
Balance due to mortgagees		311.81

And the assignee charges himself with the proceeds of said sale, 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 13th day of November, 1937, before me, the subscriber, the 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 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 and the distribution of proceeds therein 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	)	No. 5089 Chancery
Trust created by mortgage from Bessie M. Lloyd and John L. Lloyd, her husband, to Henry J. Waters, Jr. and others	)	In the Circuit Court for
	)	Somerset County, Maryland.
	)	
	)	

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 13th day of November, 1937, 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 proceeds 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 20th of December, 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 20th of December, 1937.

The report states the amount of sale to be $275.00.

J. Millard Tawes,

Clerk of Court

And now at this day to wit, on the 22nd day of December, 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,	)	No. 5089 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 22nd day of December, 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 Jones, Clerk.

""

HARRY C. DASHIELL ASSIGNEE Ex parte Under power in a mortgage from Arthur & Aquilla Leonard to Home Owners Loan Corporation, and assigned to Harry C. Dashiell for collection and foreclosure	) Be it remembered that heretofore, on the twentieth) day of October, 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 Arthur Leonard and Aquilla Leonard, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twenty-seventh day of March, 1934, by and between Arthur Leonard and Aquilla Leonard, his wife, of Deals Island, 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 fifty-four & 11/100 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 fifty-four & 11/100 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 $4.38 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 $2.31 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 $5.12, 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 or parcel of land on Deals Island, Tangier Election District, Somerset County, Maryland, beginning for the same at the east corner of the land now or formerly of William Damerel; thence running north 39 degrees 15 minutes east 15 poles to a bounder set up on the marsh; thence north 59 degrees west 75 poles to a ditch on the southeast side of the private road leading from the residence of the late William Price, deceased, thence with said ditch south 30 degrees west 15.4 poles to the north corner of the said William Damerel lot; and thence with a line south 59 degrees east 19.2 poles south 59 degrees 15 minutes east 53 poles to the beginning, containing 6 1/2 acres and 35 square poles of arable land and 35 square poles of marsh, together with the privilege of a cart road from said lot by and with the lands now or formerly of Joseph S. C. Vetra to the public road, and also a cart road on the southeast side of said farm by and with old ditch bank and road to the land and also the privilege to use said landing as a landing place, excepting therefrom the following described part or parcel of the above: Beginning at a bounder on ditch bank on east side of said land; thence 59 degrees west 22.1 poles to a bounder; thence south 31 degrees west 15 poles to said William Damerel's land; thence with said William Damerel's land south 59 degfees 45 minutes east 22.1 poles to said ditch bank; thence with said ditch bank to the beginning, containing 2 1/16 acres.

Being the same land as conveyed from Octavia Windsor, Widow, unto said Arthur Leonard and Aquilla Leonard, his wife, by deed dated July 7, 1928, and recorded in Somerset County Land Records in Liber G. W. L. No. 96, folio 568.

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 certific ate 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 stilupations, 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 forbearnace 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, toapply, 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 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. Arthur Leonard (SEAL)

Aquilla Leonard (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of March, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Arthur Leonard and Aquilla Leonard, 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 March 28th, 1934, and recorded in Liber J. M. T. No. 107, folio 84, 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 13th day of October, 1937.

WITNESS Esther Reamer. Chas. B. Lyddane CORPORATE
Regional Treasurer SEAL

Filed for Record Oct. 20th, 1937, and recorded in Liber J. M. T. No. 107, folio 84.

Test: J. Millard Tawes, Clerk.

$554.11 Deals Island, Maryland 18D-90

March 27, 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 $554.11, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $4.38 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 $2.31 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 $5.12 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 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 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 homestaed 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 part. 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.

Arthur Leonard (SEAL)
Deals Island, Maryland.

Acquilla Leonard (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) 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 Second day of November, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Arthur Leonard and Aquilla Leonard, his wife to Home Owners Loan Corporation dated March 27, 1934, recorded, among land records of Somerset County in Liber J. M. T. No. 107 folio 84, 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.

Signed, sealed and delivered in the presence of:		Harry C. Dashiell (SEAL)
	CORPORATE	UNITED STATES FIDELITY AND 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 seventeenth day of November, 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 Exparte	) No. 5091 Chancery
	) In the Circuit Court
Under power in a mortgage from Arthur Leonard and Aquilla Leonard, his wife, to the Home Owners Loan	) for Somerset County,
Corporation, assigned by Home Owners Loan Corporation for collection and foreclosure	) 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 Arthur Leonard and Aquilla Leonard, his wife, to the Home Owners Loan Corporation, a corporation, dated March twenty seventh, 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 84 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, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said Somerset County, on Tuesday, the sixteenth day of November, 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, Somerset County, Maryland, where the said Arthur and Aquilla Leonard reside, adjoining the lands of Frank Thomas and others, Eddie Shores and C. Leonard, containing four and one-half acres, more or less; and being the same land conveyed to Arthur and Aquilla Leonard by Octavia Windsor, by deed dated July seventh, nineteen hundred and twenty-eight, recorded among the Land Records of said Somerset County in Liber G. W. L. No. 96 folio 568; and together with the privilege of the cart roads and the use of the landing referred to in said deed. 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 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 November, nineteen hundred and thirty seven, before me, the subscriber, the Clerk of the Circuit Court for said Somerset County, personally appeared Harry C. Dashiell, Assignee named in the above report of sales, and made oath in due form of law that the matters and things stated in the foregoing report of sales are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

J. Millard Tawes

Clerk.

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

HARRY C. DASHIELL, ASSIGNEE Ex parte Under power in a mortgage from Arthur Leonard and Aquilla Leonard, 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. 5091 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 16th day of December, 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 December, nineteen hundred and thirty seven.

The report states the amount of sales to be $500.00

J. Millard Tawes,

Clerk.

And now at this day to wit, on the seventeenth day of December, 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. 5091 Chancery
Under power in a mortgage from Arthur & Aquilla Leonard 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 17th day of December, 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, since it appears that Harry C. Dashiell, the Auditor of this Court, is the solicitor for the Complaint in this cause, it is further ordered that Eunice Pilchard be and she is hereby appointed Special Auditor to state the account in the above entitled cause.

James M. Crockett

JUDGE.

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

Per: J Millard Tawes, Clerk.

"""

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said county, on the first Monday in January, being the third day of the same month, in the year of our Lord one thousand nine hundred and thirty-eight.

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 Deals Island Election District, assessed to Frederick T. Webster, of Zack, for 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector	Be it remembered that heretofore, to wit, on the twenty-seventh day of October, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for Deals Island Election District, of Somerset County for the years

1932, 1933 and 1934, 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 Deals Island Election District, in Somerset County, Maryland, assessed to Frederick T. Webster, of Zack, for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County.	No. 5093 Chancery In the Circuit Court for Somerset County, Maryland.
Hosea C. Webster, Purchases ex parte	

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, in the year 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 that sixty days after said levy, Harry E. Muir, then Treasurer of Somerset County, in pursuance of his duty as Clerk to the County Commissioners of said County, made a true copy of the assessment list for said County, in books supplied by said County Commissioners for 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 names of the 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 Frederick T. Webster, of Zack, in Deals Island Election District, County and State aforesaid, the sum of ten dollars and fifty-six cents, County taxes, and the sum of one dollar and sixty-five cents, State taxes, and that said taxes were over-due 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 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" and the "Somerset News", both published in Princess Anne, Maryland, and the said Harry E. Muir, then 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, 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 said advertising 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 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-three, 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 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 names of the 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 Frederick T. Webster, of Zack, in Deals Island Election District, County and State aforesaid, the sum of six dollars and sixty cents, County taxes, and the sum of one dollar and sixty-five cents State taxes, and that said taxes were over-due and in arrears on the first day of January, nineteen hundred and thirty-four.

That in the month of August, nineteen hundred and thirty-three, the said HarryE. Muir, then Treasurer and Collector aforesaid, for said year, did givenotice 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 in Princess Anne, Maryland, and the said Harry E. Muir, then 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 befor the first day of October next succeeding said levy and that said advertising and tax bills contained a clear statement of the interestto be charged on all tax bills and a notice that if said taxes were not paid on or before the first day of January next succeeding notice, with interest thereon, said taxes would be collected by process of law.

That on the thirtieth day of June, in the year nineteen hundred and thirty-four, 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 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 names of the 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 Frederick T. Webster of Zack, in Deals Island Election District, County and State aforesaid, the sum of six dollars and forty-seven cents County taxes, and the sum of one dollar and forty-five cents State taxes, and that said taxes were over-due and in arrears on the first day of January, nineteen

hundred and thirty-five.

That in the month of August, nineteen hundred and thirty-four, the said Harry E. Muir, 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" and the "Somerset News", both published in Princess Anne, Maryland, and the said Harry E. Muir, then 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 said advertising 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 notice, with interest thereon, said taxes would be collected by process of law.

That the said State and County taxes for the years 1932, 1933, and 1934, being still due and in arrear, constituted a lien upon the real estate of the said Frederick T. Webster, of Zack, in said Deals Island Election District, in said Somerset County, and I, Carlos Bozman, successor to the said Harry E. Muir, Treasurer and Collector of taxes for said years, having found it necessary to enforce the payment of said taxes for said years by sale of 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 Carlos Bozman, County Treasurer and Collector aforesaid, in pursuance of said notice and advertisement, did, on Wednesday, October seventh, nineteen hundred and thirty-six, 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 Frederick T. Webster, of Zack, in Deals Island Election District, for said years, described as follows:

"All that lot size 225 ft. by 500 ft., and improvements, on a private road adjoining the lands of William J. Tankersley, Roland Twigg and David Webster, and assessed to Frederick T. Webster, of Zack, for 1932, 1933 and 1934".

And sold the same to Hosez C. Webster of said Somerset County, he being then and there the highest bidder therefor, at and for the sum of thirty-six dollars and sixty-three cents, which he has fully paid, and a copy of said advertisement is herewith filed as a part of this report, marked "Exhibit "A".

And I, the said Carlos Bozman, County 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 25th day of October, 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, 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 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
Notary Public

SEAL OF
NOTARY

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, I hereby give notice that on Wednesday, October 7th, 1936, 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 situate, lying and being in Deals's Island 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 together with the interest and costs.

"No. 89. All that lot size 225 ft. by 500 ft., and improvements, on a private road, adjoining the lands of William J. Tankersley, Roland Twigg and David Webster, and assessed to Frederick T. Webster of Zack, for 1932,1933, and 1934, and sold for taxes due for said years".

Carlos Bozman

County Treasurer for 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 Deals Island Election District, in Somerset County, Maryland, assessed to Frederick T. Webster, of Zack, for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County.	No. 5093 Chancery In the Circuit Court for Somerset County, Maryland.

Whereas a certain Carlos Bozman, County Treasurer and Collector of State and County taxes for Somerset County, has reported to the Circuit Court for Somerset County, in Equity, a sale made by him as County Treasurer and Collector as aforesaid, to Hosea C. Webster, of all that lot of land and improvements in Deals Island Election District, Somerset County, Maryland, size 225 ft. by 500 ft., on a private road, adjoining the lands of William J. Tankersley, Roland Twigg and David Webster, assessed to Frederick T. Webster for the years 1932, 1933, and 1934, and sold for the payment of State and County taxes due and in arrears for said years, together with all the proceedings in relation to said sale, and whereas, upon careful examination it appears to the Court that the proceedings are regular and that the provisions of the law in relation thereto have been complied with.

It is thereupon this 26th day of October, nineteen hundred and thirty-seven, ordered by the Circuit Court for Somerset County, in Equity, that notice be given by publication of a copy of this order in some newspaper, published in Somerset County, once a week for three successive weeks before the 30th day of November, 1937, requiring all persons interested in said property so sold to be and appear in this Court by the 31st day of December, 1937, to show cause, if any they have, why said sale should not be ratified and confirmed.

This report states the amount of sale to be thirty-six dollars and sixty-three cents.

James M. Crockett,

Judge of said Court.

And now at this day to wit, on the fifth day of January, in the year nineteen hundred and thirty-eight, 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 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 fifth day of January, 1938, 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.

Test: J. Millard Tawes, Clerk.

""

In the matter of the tax sale of real estate in Deals Island Election District, assessed to Jacob J. Webster, for 1931, 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector.	Be it remembered that heretofore, to wit, on the twenty-seventh day of October, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for Deals Island Election District, 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 Deals Island Election District, in Somerset County, Maryland, assessed to Jacob J. Webster, for the years 1931, 1932, 1933, and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County. Hosea C. Webster, purchaser ex parte.	No. 5094 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 said County, respectfully represents:

That on the thirtieth day of Junes, in the year 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 that sixty days after said levy, Harry E. Muir, then Treasurer of Somerset County, in pursuance of his duty as Clerk to the County Commissioners of said County, made a true copy of the assessment list for said County, in books supplied by said County Commissioners for 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 names of the said owners arranged according to Election Districts and alphabetically for every district, and showing the amount of State and County taxes due and owing by every such person, set of persons or corporate institution.

That by the said levy the said County Commissioners did levy upon the property assessed to Jacob J. Webster, in Deals Island Election District, County and State aforesaid, the sum of eleven dollars and thirty-eight cents, County taxes and the sum of one dollar and sixty-three cents State taxes, and that said taxes were over-due 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 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" and the "Somerset News", both published in Princess Anne, Maryland, and the said Harry E. Muir, then 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 said advertising 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 succeedings notice, with interest thereon, said taxes would be collected by process of law.

That on the thirieth day of June, in the year 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 that sixty days after said levy, Harry E. Muir, then Treasurer of Somerset County, in pursuance of his duty as Clerk to the County Commissioners of said County, madd 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 names of the 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 Jacob J. Webster, in Deals Island Election District, County and State aforesaid, the sum of ten dollars and forty cents, County taxes and the sum of one dollar and sixty-three cents State taxes, and that said taxes were over-due 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 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" and the "Somerset News", both published in Princess Anne, Maryland, and the said Harry E. Muir, then 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 befor the first day of October next succeeding said levy and that said advertising 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 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-three, 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 Somerset County, 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 aggregate assessment of every person, set of persons or corporate institution, as the same appears on the assessment books of said County, with names of the 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 Jacob J. Webster, in Deals Island Election District, County and State aforesaid, the sum of six dollars and fifty cents County taxes, and the sum of one dollar and sixty-three cents State taxes, and that said taxes were over-due and in arrears on the first day of January, nineteen hundred and thirty-four.

That in the month of August, nineteen hundred and thirty-three, the said Harry E. Muir, then Treasurer and Collector aforesaid, for said year, did give notice of said annual levy by advertise-

ment 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 in Princess Anne, Maryland, and the said HarryE. Muir, then 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 said advertising 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 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-four, 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 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 names of the 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 of Jacob J. Webster, in Deals Island Election District, County and State aforesaid, the sum of six dollars and thirty-seven cents County taxes, and the sum of one dollar and forty-three cents State taxes, and that said taxes were over-due and in arrears on the first day of January, nineteen hundred and thirty-five.

That in the month of August, nineteen hundred and thirty-four, the said Harry E. Muir, then Treasurer and Collector aforesaid, for said year, did give notice of said annual leby by advertisement inserted once a week for four successive weeks, in two newspaper published in said Somerset County, that is to say, in the "Marylander and Herald" and the "Somerset News", both published in Princess Anne, Maryland, and the said Harry E. Muir, then 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 said advertising 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 notice, with interest thereon, said taxes would be collected by process of law.

That the said State and County taxes for the years 1931, 1932, 1933 and 1934, being still due and in arrear, constituted a lien upon the real estate of the said Jacob J. Webster, in said Deals Island Election District, in said Somerset County, and I, Carlos Bozman, successor to the said Harry E. Muir, Treasurer and Collector of taxes for said years, having found it necessary to enforce the payment of said taxes for said years by sale of 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 Carlos Bozman, County Treasurer and Collector aforesaid, in pursuance of said notice and advertisement, did, on Wednesday,

October seventh, nineteen hundred and thirty-six, 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 Jacob J. Webster, in Deals Island Election District, for said years, described as follows:

"All that lot size 150 ft. by 280 ft., and improvements, on a private road, and Tangier Sound, adjoining the lands of Emma S. Evans, and assessed to Jacob Webster for 193, 1932,1933 and 1934."

And sold to Hosea C. Webster, of said Somerset County, he being then and there the highest bidder therefor, at and for the sum of fifty-three dollars and five 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 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 25th day of October, 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, 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 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:

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Wednesday, October 7th, 1936, 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 situate, lying and being in Deal's Island 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 together with the interest and costs.

"No. 90. All that lot size 150 ft. by 280 ft., and improvements, on a private road, and Tangier Sound, adjoining the lands of Emma S. Evans, and assessed to Jacob Webster for 1931, 1932, 1933 and 1934, and sold for taxes due for said years".

Carlos Bozman

County Treasurer for 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 Deals Island Election District, in Somerset County, Maryland, assessed to Jacob J. Webster, for the years 1931, 1932, 1933, and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County.	No. 5094 Chancery In the Circuit Court for Somerset County, Maryland.

Whereas a certain Carlos Bozman, County Treasurer and Collector of State and County taxes for Somerset County, has reported to the Circuit Court for Somerset County, in Equity, a sale

made by him as County Treasurer and Collector as aforesaid, to Hosea C. Webster, all that lot of land and improvements in Deals Island Election District, Somerset County, Maryland, size 150 ft. by 280 ft., on a private road and Tangier Sound, adjoining the lands of Emma S. Evans, and assessed to Jacob J. Webster for the years 1931, 1932, 1933 and 1934, and sold for the payment of State and County taxes due and in arrears for said years, together with all the proceedings in relation to said sale, and whereas, upon careful examination it appears to the Court that the proceedings are regular and that the provisions of the law in relation thereto have been complied with.

It is thereupon this 26th day of October, nineteen hundred and thirty-seven, ordered by the Circuit Court for Somerset County, in Equity, that notice be given by publication of a copy of this order in some newspaper, published in Somerset County, once a week for three successive weeks before the 30th day of November, 1937, requiring all persons interested in said property so sold to be and appear in this Court by the 31st day of December, 1937, to show cause, if any they have, why said sale should not be ratified and confirmed.

This report states the amount of sale to be fifty-three dollars and five cents.

James M. Crockett

Judge of said Court.

And now at this day to wit, on the fifth day of January, in the year nineteen hundred and thirty-eight, 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 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 fifth day of January, 1938, 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 Jawes, Clerk.

""

Clarence P. Lankford, Ex parte, Trust created by mortgage from Christopher Sterling and Harold Sterling to the "Bank of Crisfield", a body corporate	) Be it remembered that heretofore to wit, on the ~~twenty-ninth~~ sixth day of October, 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 Bank of Crisfield by a certain Christopher Sterling and Harold Sterling, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 6th day of April, in the year nineteen hundred and thirty-two, by Christopher Sterling and Harold Sterling, of Somerset County, in the State of Maryland:

Whereas, the said Christopher Sterling and Harold Sterling have this day borrowed from the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, the sum of Nineteen Hundred and Twenty-Five Dollars ($1,925.00), and have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of Nineteen Hundred and Twenty-five Dollars ($1,925.00), 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 Christopher Sterling and Harold Sterling have agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises, the said Christopher Sterling and Harold Sterling have granted and by these presents do grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Main Street, being the same and all the real estate and premises conveyed unto Angeline Sterling, late of said Somerset County, deceased, by Oliver T. Beauchamp, Sheriff of said Somerset County, by deed bearing date the eleventh day of August, in the year eighteen hundred and ninety-one, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 9 folio 421 etc, and is also described in a deed to John E. Sterling, late of said Somerset County, deceased, from Hance Lawson, wife and others, bearing date the twenty-sixth day of September, in the year eighteen hundred and seventy-eight, and recorded among said Land Records in Liber B. F. L. No. 1 folio 502 etc, and which said real estate the said Angeline Sterling, by her last will and testament duly recorded among the Testamentary Records of said Somerset County in Liber F.E. D. No. 33 folio 68, devised unto the said Christopher Sterling (under the name of Christ Sterling) and the said Harold Sterling, to which said deeds, last will and testament and records aforesaid, special reference is here made for a more accurate description of the lands and premises hereby mortgaged.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground andpremises 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 Christopher Sterling and Harold Sterling, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or Clarence P. Lankford, its and their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity

jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same, and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incidnet 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 Nineteen hundred and twenty-five dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, 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: Christopher Sterling his X mark (SEAL)

Myrtle V. Gorsuch Harold Sterling (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 6th day of April, in the year 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 Christopher Sterling and Harold Sterling the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, president of the "Bank of Crisfield", a body corporate, as 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.

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 7th April, 1932, and recorded in Liber J. M. T. No. 103, folio 196, one of the Land Records of Somerset County.

Per: J. Millard Tawes ,Clerk.

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

Know all men by these presents, that we, Clarence 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 andseverally, firmly by these presents, sealed with our seals, and dated this 6th day of October, 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 Christopher Sterling and Harold Sterling to the Bank of Crisfield, a body corporate, dated the sixth day of April, in the year nineteen hundred and thirty-two, and recorded among the land records of Somerset County, Maryland, in Liber J. M. T. No. 103, folio 196 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms and conditions of said mortgage; and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said mortgaged property.

Now the condition of the above obligation is such, that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfull 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)
J. Benson Nelson	J. Coyne Sterling	(SEAL)
	A. Wellington Tawes	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The foregoing bond approved this 6th day of October, nineteen hundred and thirty-seven.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-ninth day of October, 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. 5084 Chancery
Trust created by mortgage from Christopher Sterling and Harold Sterling 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 Christopher Sterling and Harold Sterling to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the sixth day of April, in the year nineteen hundred and thirty-two, and recorded among the Land Records of said Somerset County in Liber J. M. T. No. 103 folio 196 etc, and duly authorized by said mortgage (default having occurred in the covenants and conditions of said mortgage), to sell the real estate in said mortgage described and conveyed, respectfully represents:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other requisites as required by law and the said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in Somerset County, Maryland, for more than twenty days before the day of sale, he did, pursuant to said notice, attend in front of the Bank of Crisfield, in the Town of Crisfield, Maryland, on Saturday, the twenty-third day of October, 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 offerred at public sale to the highest bidder, all that lot or parcel of land, with the improvements thereon, situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Main Street, being the same and all the real estate and premises conveyed unto Angeline Sterling, late of said Somerset County, deceased, by Oliver T. Beauchamp, Sheriff of Somerset County, by deed bearing date the eleventh day of August, in the year eighteen hundred and ninety-one, and recorded among said Land Records in Liber H. F. L. No. 9 folio 421 etc, and is also described in a deed to John E. Sterling, late of said County, deceased, from Hance Lawson, wife and others bearing date the twenty-sixth day of September, in the year eighteen hundred and seventy-eight, and recorded among the said Land Records in Liber B. F. L. No. 1 folio 502 etc, and which said real estate the said Angeline Sterling by her last will and testament duly recorded among the testamentary records of said Somerset County in Liber F.E. D. No. 33 folio 68, devised unto the said Christopher Sterling (under the name of Christ Sterling) and Harold Sterling, 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 thehighest and best bidder therefor, became the purchaser thereof, at and for the sum of twenty-two hundred and fifty dollars ($2,250.00), all of which has been paid in cash.

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

To whole amount of sale		$2,250.00
By costs and expenses:		
Court cost, including record	$ 10.50	
State and County taxes, 1933, 1934, 1935 and 1936	74.37	
Crisfield Town taxes, 1934, 1935 and 1936	85.96	
Advertising sale and order nisi	30.00	
Fire insurance paid by Bank of Crisfield	33.44	
Taxes paid by Bank of Crisfield	42.89	
Auctioneer	3.00	
Insurance permits	2.00	
Solicitor	10.00	
Amount allowed in lieu of commissions	100.00	
Balance of this fund to the Bank of Crisfield, mortgagee, on account of mortgage debt, per mortgage filed in this cause	1,857.84	$2,250.00

State of mortgage debt, per mortgage filed in this cause.

Amount of mortgage debt	$1,925.00
Interest to day of sale	341.05
Total	2,266.05
Less amount realized as above	1,857.84
Balance due on said mortgage debt	$ 408.21

And your attorney prays the ratification of his said proceedings, and of the sale and 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 28 day of October, 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 sale, and made oath in due form of law that the 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. 5084Chancery
Trust created by mortgage from Christopher Sterling and Harold Sterling, to the "Bank of Crisfield".	)	In the Circuit Court for
	)	Somerset County.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 29th day of October, 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 Christopher Sterling and Harold Sterling to the "Bank of Crisfield", a body corporate, and the distribution of the proceeds of said sale by him made, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th 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 4th day of December next.

The report states the amount of sales to be $2,250.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fifth day of January, in the year nineteen hundred and thirty-eight, 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. 5084 Chancery
Trust created by mortgage from Christopher Sterling and Harold Sterling to the Bank of Crisfield, a body corporate	)	In the Circuit Court
	)	for
	)	Somerset County.

Ordered by the Circuit Court for Somerset County, in Equity, this fifth day of January, nineteen hundred and thirty-eight, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Christopher Sterling and Harold Sterling to the Bank of Crisfield, a body corporate and the distribution of the proceeds of said sale by him made, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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 sixth
Trust created by mortgage from William J. Nelson and Daisy B. Nelson, his wife, to the "Bank of Crisfield", a body corporate	)	day of October, 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 William J. Nelson and Daisy B. Nelson, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 26th day of November, in the year nineteen hundred and twenty-nine, by William J. Nelson and Daisy B. Nelson, his wife, of Somerset County, in the State of Maryland:

Whereas, the said William J. Nelson and Daisy B. Nelson, his wife, have this day borrowed from the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, the sum of Seven Hundred Fifty Dollars ($750.00), which the said the "Bank of Crisfield, a body corporate as aforesaid, has advanced and loaned to the said William J. Nelson to enable the said William J. Nelson to complete the purchase of the real estate hereinafter described conveyed unto the said William J. Nelson by Gordon Johnson, Mildred Johnson, Harvey F. Nleson, John Roger Nelson, and wife, William Johnson and wife and Rowe W. Nelson and wife by deed bearing date the fourteenth day of October, in the year nineteen hundred and twenty-nine, and which said sum so advanced

and loaned has been paid by the said the "Bank of Crisfield", a body corporate as aforesaid, on account of the purchase money for said real estate; and whereas, the said William J. Nelson and Daisy B. Nelson, his wife, have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their promissory note for said sum of Seven Hundred Fifty Dollars ($750.00), dated evenly herewith, payable to the said the "Bank of Crisfield", a body corporate as aforesaid, two years after date, with interest from date, which said interest is to be paid semi-annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said William J. Nelson and Daisy B. Nelson, his wife, have agreed to execute this mortgage.

Now therefore this mortgage witnesseth, that in consideration of the premises the said William J. Nelson and Daisy B. Nelson, his wife, have granted and by these presents do grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all those lots or parcels of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the South side of Chesapeake Avenue, and described as follows, (FIRST) all that lot or parcel of land on the South side of said Chesapeake Avenue, fronting fifty-three (53) feet on said Chesapeake Avenue and running back a distance of seventy-five (75) feet, being the same and all the real estate and premises conveyed unto Josephine Nelson, late of Somerset County, deceased, by Isaac D. Foreman by deed bearing date the twenty-first day of January, in the year eighteen hundred and ninety-ninety-nine, and recorded among the Land Records of Somerset County in Liber O. T. B. No. 24 folio 588 etc, and (SECOND), all that lot or parcel of land on the South side of said Chesapeake Avenue, adjoining the above described lot, fronting fifty-two (52) feet on said Chesapeake Avenue, and running back a distance of eighty (80) feet, more or less, the same being all the real estate and premises conveyed unto the said Josephine Nelson by Clarence P. Lankford, Trustee, by deed bearing date the twelfth day of March, in the year nineteen hundred and six, and recorded among said Land Records in Liber S. F. D. No. 45 folio 116 etc, and of which said real estate the said Josephine Nelson died seized and possessed, and which descended unto Gordon Johnson, Mildred Johnson, Harvey E. Nelson, John Roger Nelson, William Johnson, Rowe H. Nelson and the said William J. Nelson as the only heirs at law of the said Josephine Nelson, the interest of the said Gordon Johnson, Mildred Johnson, Harvey E. Nelson, John Roger Nelson, William Johnson and Rowe H. Nelson having been conveyed unto the said William J. Nelson by deed bearing date the fourteenth day of October, in the year nineteen hundred and twenty-nine, not yet delivered or recorded, but intended to be delivered and recorded among the Land Records of said Somerset County cotemporaneously with this mortgage, 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 William J. Nelson and Daisy B. Nelson, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon

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

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

WITNESS the hands and seals of said mortgagors.

Test:	William J. Nelson	(SEAL)
Myrtle V. Gorsuch.	Daisy B. Nelson	(SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th day of November, in the year nineteen hundred and twenty-nine, before, me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared William J. Nelson and Daisy B. Nelson, his wife, the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their

respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, 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 Nov. 27, 1929, and recorded in Liber G. W. L. No. 98, folio 258, one of the Land Records of Somerset County.

Per: Geo. W. Lawson ,Clerk.

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

Know all men by these presents that we, Clarence P. Lankford, principal, and 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 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 6th day of October, 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 William J. Nelson and Daisy B. Nelson, his wife, to the Bank of Crisfield, a body corporate, dated the twenty-sixth day of November, in the year nineteen hundred and twenty-nine, and recorded among the Land Records of Somerset County, Maryland, in Liber G. W. L. No. 98 folio 258 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms and conditions of said mortgage; and whereas, the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said mortgage property.

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

Witness: Clarence P. Lankford (SEAL)
J. Benson Nelson J. Coyne Sterling (SEAL)
A. Wellington Tawes (SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 6th day of October, in the year nineteen hundred and thirty-seven.

J. Millard Tawes, Clerk.

And thereafter to wit, on the seventeenth dayof November, 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. 5085 Chancery
Trust created by mortgage from William J. Nelson and Daisy B. Nelson, 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 William J. Nelson and Daisy B. Nelson, his wife, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the twenty-sixth day of November, in the year nineteen hundred and twenty-nine, and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber G.W. L. No. 98, folio 258 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 thirtieth day of October, 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 in said mortgage, in manner following, that is to say:

Your Attorney offerred at public sale to the highest bidder, all those lots or parcels of land, with the improvements thereon, situate, lying and being in the Town of Crisfield, Somerset County, and State of Maryland, on the South side of Chesapeake Avenue, as follows, (FIRST), All that lot or parcel of land fronting fifty-three feet on said Chesapeake Avenue, and running back a distance of seventy-five feet, the same being all the real estate and premises described in a deed to Josephine Nelson, late of said Somerset County, deceased, from Isaac D. Foreman bearing date the twenty-first day of January, in the year eighteen hundred and ninety-nine, and recorded among the said Land Records in Liber O. T. B. No. 24 folio 588 etc, and (SECOND), all that lot or parcel of land, adjoining the above described lot, fronting fifty-two feet on said Chesapeake Avenue, and running back a distance of eighty feet, more or less, being the same and all the real estate and premises described in a deed to the said Josephine Nelson from Clarence P. Lankford, Trustee, bearing date the twelfth day of March, in the year nineteen hundred and six, and recorded among the said Land Records in Liber S. F. D. No. 45 folio 116 etc, the said Josephine Nelson having died, seized and possessed, of the above described properties, and the same were conveyed unto the said William J. Nelson by the heirs at law of the said Josephine Nelson, deceased, by deed bearing date the fourteenth day of October, in the year nineteen hundred and twenty-nine, and duly recorded among the said Land Records of Somerset County, whereupon Paul Cullen, of Somerset County, in the State of Maryland, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of One Thousand and twenty-five dollars ($1,025.00), of which the purchaser paid the sum of five hundred dollars in cash, and gave his bond for the balance, to-wit, the sum of Five hundred and twenty-five dollars, payable on the ratification of said sale by this Honorable Court.

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

Respectfully submitted.

Clarence P. Lankford

Attorney

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17th day of November, 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 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,	)	No. 5085 Chancery
Trust created by mortgage from William J. Nelson and Daisy B. Nelson, 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 17th day of November, in the year nineteen hundred and thirty-seven, that the sael of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from William J. Nelson and Daisy B. Nelson, 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 20th 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 18th day of December next.

The report states the amount of sales to be $1,025.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fifth day of January, in the year nineteen hundred and thirty-eight, 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. 5085 Chancery
Trust created by mortgage from William J. Nelson and Daisy B. Nelson, his wife, to the "Bank of Crisfield", a body corporate	)	In the Circuit Court for Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this fifth day of January, nineteen hundred and thirty-eight, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Attorney named in a mortgage from William J. Nelson and Daisy B. Nelson, his wife, to the "Bank of Crisfield", a body corporate, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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.

""

Frances Horsey vs. Eliza J. Outen, Georgia Outen, Caleb Outen, Henry Outen, Addie Cottingham, Estella Deal, Clarence Fountain, George Fountain, Maude Waters, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, George Cane, Levi Cane, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams, Bertha Adams, and Fred T. Adams, Administrator of William T. Outen, deceased.	)	Be it remembered that heretofore, to wit, on the twenty-third day of December, in the year nineteen hundred and thirty-six, a certain Frances Horsey, by Clarence P. Lankford, her solicitor exhibited and filed in the Circuit Court here a bill of complaint against Eliza J. Outen, Georgia Outen, Caleb Outen, Henry Outen, Addie Cottingham, Estella Deal, Clarence Fountain, George Fountain, Maude Waters, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, George Cane, Levi Cane, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams, Bertha Adams, and Fred T. Adams, Administrator of William T. Outen, deceased, which said bill of complaint is in the words following, to wit:

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court
Eliza J. Outen, Georgia Outen, Caleb Outen, Henry Outen, Addie Cottingham, Estella Deal, Clarence Fountain, George Fountain, Maude Waters, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, George Cane, Levi Cane, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams, Bertha Adams, and Fred T. Adams, Administrator of William T. Outen, deceased.	)	for Somerset County.

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

The Bill of Complaint of Frances Horsey, of Somerset County, in the State of Maryland, who sues as well for herself, as for all other creditors of William E. Outen, who will come in and contribute to the expenses of this suit, respectfully represents:

FIRST: That the said William E. Outen was in his life time indebted unto your oratrix in the full and just sum of Three Hundred Dollars ($300.00), for money advanced by your oratrix unto the said William E. Outen, as will fully appear by a duly probated account of said indebtedness herewith filed as a part of this bill, marked Exhibit "A", of which said amount of three hundred dollars, so advanced, the sum one hundred and sixteen dollars and and nineteen cents ($116.19) has been allowed to your oratrix out of the personal estate of the said William E. Outen in the Orphans Court for Somerset County.

SECOND: That the said William E. Outen being so indebted unto your oratrix, as aforesaid, and also unto divers other persons, and leaving personal estate of but small value, and leaving real estate in Brinkley's District, Somerset County, Maryland, of considerable value, departed this life on or about the eighth day of July, nineteen hundred and thirty-five, intestate, leaving no children or descendants, nor mother or father, but leaving surviving him the following as his only heirs at law, who are still living, namely, (a) Eliza J. Outen, his widow, (b) Georgia Outen, Caleb Outen, Henry Outen, Addie Cottingham, Estella Deal, children of George H. Outen, (who was a brother of the said William E. Outen and who departed this life, intestate, before the death of the said William E. Outen), Clarence Fountain, George Fountain, Maude Waters, Eva Davis, Ethel Bell, children of Laura Fountain, (who was a daughter of the said George H. Outen, and who departed this life before the death of the said William E. Outen) and Vivian Dryden, (who was a daughter of Lillian Dryden, who was a daughter of the said Laura Fountain, and who departed this life before the death of the said William E. Outen, (c) Simon Outen, Joseph Outen, Leonard Outen and Charles Outen, children of Elisha T. Outen, (who was a brother of the said William E. Outen, and who departed this life intestate, before the death of the said William E. Outen, and Bernetta Outen, only child of Joshua Outen, who was a son of the said Elisha T. Outen, and who departed this life before the death of the said William E. Outen, (d) George Cane, and Levi Cane, only children of Hennie Cane (who was a sister of the said William E. Outen, and who departed this life before the death of the said William E. Outen, Della Sutton, Willie Cane, and Hennie Cane, only children of Thomas Cane (who was a son of the said Hennie Cane, and who departed this life before the death of the said William E. Outen) and Eddie Whittington, Raymond Whittington, Violet Waters, and Julia Dixon, only children of Julia Whittington (who was a daughter of the said Hennie Cane, and who departed this life before the death of the said William E. Outen), and Howard Stewart, only child of Violet Stewart (who was a daughter of the said Hennie Cane, and who departed this life before the death of the said William E. Outen), (e) Howard Gassoway and Helen Gassoway, only children of Hattie Gassoway, (who was a sister of the said William E. Outen, and who departed this life before the death of the said William E. Outen), (f) Carrie Adams and Bertha Adams, only children of Martha Adams, (who was a sister of the said William E. Outen, and who departed this

life before the death of the said William E. Outen), all of whom are above the age of twenty-one years, except the said Burnetta Outen and Vivian Dryden, who are infants under the age of twenty-one years.

THIRD: That the said defendants, Eliza J. Outen, George Cane, Levi Cane, Caleb Outen, and Addie Cottingham reside in Somerset County, in the State of Maryland, that the said Maude Waters resides in Worcester County, in the State of Maryland, that the said Maude Waters resides in Worcester County, in the State of Maryland, that the said Georgia Outen, Henry Outen, Estella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams are non-residents of the State of Maryland.

FOURTH: That administration of all and singular the personal estate of the said William E. Outen has been lately granted by the Orphans Court for said Somerset County unto Fred T. Adams, who has accepted said trust, as will more fully appear by reference to a certificate of letters of administration herewith filed, as a part of this bill, marked Exhibit "B".

Fifth: That your oratrix is informed and charges that the said personal estate of the said William E. Outen is not sufficient to pay the costs of administration and the debts owing by the said William E. Outen at the time of his death, and your oratrix is advised that any deficienty in said personal estate ought to be supplied by a sale of all, or such part as may be necessary of the real estate of the aforesaid William E. Outen, but your oratrix is unable to obtain adequate relief without the aid of this Honorable Court.

To the end, therefore:

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

(2) That the said real estate of the said William E. Outen, deceased, or so much thereof as may be necessary for the purpose, may be decreed to be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of of the personal estate aforesaid, according to their legal priorities.

(3) 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 order of publication giving notice to the said Georgia Outen, Henry Outen, Estella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams, who are non-residents of the State of Maryland, of the object and substance of this bill, and warning them, and each of them, to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of the State of Maryland of subpoena, directed to the said Eliza J. Outen, George Cane, Levi Cane, Caleb Outen, Addie Cottingham, and Fred T. Adams, Administrator of William E. Outen, deceased, of Somerset County, and also the writ of the State of Maryland of subpoena directed to the said Maude Waters, of Worcester County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on some certain day to be therein named, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.

Clarence P. Lankford
Solicitor for Complainant.

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

Marion Station, Md. August 7th, 1935

Estate of William E. Outen

to Frances Horsey Dr.

May 6th, 1933 Loan $300.00

STATE OF MARYLAND, SOMERSET COUNTY, TO-WIT:

On this 7 day of Aug. in the year of our Lord, nineteen hundred and 35 before the subscriber, Notary Public of the State of Maryland in and for Somerset County, personally appeared Frances Horsey and in the presence of Almighty God, solemnly declared that the annexed bill as stated is just and true, and that he hath not received any part of the money stated to be due, or any security or satisfaction for the same, except what (if any) is credited.

Addie Handy SEAL OF

Notary Public NOTARY

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

MARYLAND, SC.

THE STATE OF MARYLAND,

Official Seal

To all persons to whom these presents shall come, Greeting:

Know ye that Administration of all the goods, chattels and credits of William E. Outen late of Somerset County, deceased, is hereby granted and committed unto Fred T. Adams, the Administrator.

Witness, Charles W. Goldsborough, Esq., Chief Judge of the Orphans' Court for Somerset County, this 16th day of July, Anno Domini 1935.

Test: Florence E. Dryden

Register of Wills for Somerset County.

STATE OF MARYLAND,

SOMERSET COUNTY, SS.

I, Florence E. Dryden, Register of Wills and by law keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Somerset County, DO HEREBY CERTIFY that the foregoing is a true and full copy of the letters of administration granted unto Fred T. Adams, Administrator on the estate of William E. Outen, late of said county, deceased, takes from Liber F. E. D. No. 44 folio 130, the same being one of the Records kept in the office of the Register of Wills for Somerset County.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court, this twenty-third day of December, in the year of our Lord, nineteen hundred and thirty-six.

SEAL OF ORPHANS COURT

Florence E. Dryden

Register of Wills for Somerset County.

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

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court for
Eliza J. Outen and others	)	Somerset County.
_____	)	

The object of this suit is to procure a decree for the sale of the real estate in Brinkley's District, Somerset County, Maryland, of which William E. Outen died seized and possessed, for the purpose of paying the debts of the said William E. Outen.

The bill states that the said William E. Outen, being indebted unto the plaintiff in the sum of three hundred dollars for money advanced by the plaintiff to the said William E. Outen, and also unto divers other persons, departed this life on or about the 8th day of July, 1935; that the said William E. Outen left some personal estate, and letters of administration have been granted by the Orphans Court for said Somerset County for said Somerset County unto Fred T. Adams, but

that the said personal estate is insufficient to pay the costs of administration and the debts due and owing by the said William E. Outen; that the said William E. Outen left real estate of considerable value in Brinkley's District, Somerset County, Maryland, that the said William E. Outen died intestate, leaving surviving him his widow, Eliza J. Outen, and Georgia Outen, Caleb Outen, Henry Outen, Addie Cottingham, Estella Deal, Clarence Fountain, George Fountain, Maude Waters, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, George Cane, Levi Cane, Della Sutton, Willie Cane, Hennie Cane, Edith Whittington, Raymond Whittington, Violet Waters, Juli Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams, nephews and nieces and great-nephews and great-nieces, as his only heirs at law, all of whom are above the age of twenty-one years, except the said Bernetta and Vivian Dryden, who are infants under the age of twenty-one years; that the said Georgia Outen, Henry Outen, Esteella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams are non-residents of the State of Maryland.

It is thereupon, this 23 day of December, 1936, ordered by the Clerk of the Circuit Court for Somerset County, Maryland, that the plaintiff by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 23rd day of January, 1937, give notice yo the said Georgia Outen, Henry Outen, Estella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Vivian Dryden, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Berretta Outen, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams, non-resident of the State of Maryland, of the object and substance of the bill of complaint, warning them, and each of them, to be and appear in this Court, in person or by solicitor, on or before the 13th day of February, 1937, to show cause, if any they have, why a decree ought not to pass as prayed.

J. Millard Tawes, Clerk.

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

MARYLAND, SOMERSET COUNTY, TO WIT:

SEAL OF) THE STATE OF MARYLAND,

COURT) To Maude Waters, 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 January next to answer the complaint of Frances Horsey againstyou & 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 23rd day of December Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, TO WIT:

SEAL OF) THE STATE OF MARYLAND,

COURT) To Eliza J. Outen, George Cane, Levi Cane, Caleb Outen, Addie Cottingham, Fred T. Adams, Administrator of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in January next to answer the complaint of Frances Horsey 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 1936ISSUED The 23rd day of December Anno Domini 1936.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in January in the year nineteen hundred and thirty-seven, and the day of the return of the above recited writs, came again into Court here the said complainant by her solicitor, and the Sheriff of 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:

Non Est.

Ernest C. West, Sheriff.

Per: Edwin D. Lynch

Dep. Sheriff

To the second of said writs:

Summoned severally & copy left with

each defendant.

W. H. Dryden, Sheriff

Per I. H. Dryden, Deputy

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

MARYLAND, SOMERSET COUNTY, TO WIT:

SEAL OF THE STATE OF MARYLAND,

COURT TO Maude Waters, of Worcester County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in February next to answer the complaint of Frances Horsey against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 4th day of January Anno Domini 1937ISSUED the 26th day of January Anno Domini 1937

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in February, 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 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:

Non Est.

Ernest C. West, Sheriff

Per Crawford Hillman

Dep. Sheriff

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

MARYLAND, SOMERSET COUNTY, TO WIT:

Seal of THE STATE OF MARYLAND,

Court TO Madue Waters of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally

appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in June next to answer the complaint of Frances Horsey 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 3rd day of May, Anno Domini 1937 ISSUED the 4th day of May Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in June 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 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 & copy left with defendant.

W. H. Dryden, Sheriff

W. T. H.

And thereafter to wit, on the 23rd day of June, in the year nineteen hundred and thirty-seven, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court
Eliza J. Outen and others	)	for Somerset County.
	)	

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

The petition of the Complainant respectfully represents:

That the adult defendants, Eliza J. Outen, George Cane, Levi Cane, Caleb Outen, Addie Cottingham, Maude Waters and Fred T. Adams, Administrator of William E. Outen, deceased, have been duly summoned at appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court; that the order of publication heretofore passed in this cause has been duly published according to its provisions, and that Bernetta Outen and Vivian Dryden, non-resident infant defendants mentioned in the bill of complaint and in said order of publication, have answered said bill of complaint by guardian ad litem specially appointed by this Court, and that Georgia Outen, Henry Outen, Estella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassaway, Helen Gassoway, Carrie Adams and Bertha Adams, non-resident adult defendants mentioned in the bill of complaint and in said order of publication, have failed to appear to or answer the said bill of complaint within the time prescribed by the said order and the rules of this Court.

The complainant therefore, prays that the bill of complaint in this cause may be taken pro confesso against the said Eliza J. Outen, George Cane, Levi Cane, Caleb Outen, Addie Cottingham, Maude Waters and Fred T. Adams, Administrator of William E. Outen, deceased, Georgia Outen, Henry Outen, Estella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams, non-appearing adult defendants, and that the complainant have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound, etc.

Clarence P. Lankford

Solicitor for Complainant.

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

It appearing in the above entitled cause, that the adult defendants, Eliza J. Outen, George Cane, Levi Cane, Caleb Outen, Addie Cottingham, Maude Waters, and Ffed T. Adams, Administrator of William E. Oute,, deceased, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear or answer said bill of complaint within the time prescribed by the rules of this Court; that the order of publication heretofore passed in this cause has been duly published accirding to its provisions, and that Beretta Outen and Virginia Dryden, non-resident infant defendants mentioned in the bill of complaint and in said order of publication, have answered said bill of complaint by guardian specially appointed by this Court, and that Georgia Outen, Henry Outen, Estella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Della Sutton, Willie Cane, Hennie Cane, Eddiw Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams, non-resident adult defendants mentioned in the bill of complaint and in said order of publication, have failed to appear to or answer the bill of complaint within the time prescribed by said order and the rules of this Court.

It is thereupon this 23rd day of June, 1937, on the foregoing petition, ordered, adjudged and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Eliza J. Outen, George Cane, Levi Cane, Caleb Outen, Addie Cottingham, Maude Waters, Fred T. Adams, Administrator of William E. Outen, deceased, Georgia Outen, Henry Outen, Estella Deal, Clarence Fountain, George Fountain, Eva Davis, Ethel Bell, Simon Outen, Joseph Outen, Leonard Outen, Charles Outen, Della Sutton, Willie Cane, Hennie Cane, Eddie Whittington, Raymond Whittington, Violet Waters, Julia Dixon, Howard Stewart, Howard Gassoway, Helen Gassoway, Carrie Adams and Bertha Adams, 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 thereafter to wit, on the twenty-third day of June, in the year nineteen hundred and thirty-seven, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit:

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court for Somerset County.
Eliza J. Outen and others	)	
_____	)	

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

The petition of the complainant in the above entitled cause respectfully represents: That the order of publication heretofore passed in this cause, giving notice to Burnetta Outen and Vivian Dryden, infant defendants in this cause, of the object and substance of the bill of complaint in this cause, has been duly published according to its provisions, but being infants the said Bernetta Outen and Vivian Dryden cannot answer and defend this suit for themselves, and have no guardian within the jurisdiction of this Court, to answer and defend this suit for them. The complainant therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound etc.

Clarence P. Lankford
Solicitor for Complainant.

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

Upon the foregoing petition, it is ordered by the Circuit Court for Somerset County, this 23rd day of June, nineteen hundred and thirty-seven, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Bernetta Outen and Vivian Dryden, 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 answer of Bernetta Outen and Vivian Dryden, infant defendants in the above cause by James R. Stewart guardian ad litem duly appointed by the Circuit Court for Somerset County, to the bill of complaint of Frances Horsey against them and others in the said Court exhibited.

These defendants, for answer to the said bill of complaint, by their said guardian, answer and say, that being ignorant of the matters charged in the said bill of complaint, and being infants of tender years, they can not admit any of the allegations of said bill, but submit their rights to the protection of this Honorable Court.

And as in duty bound, etc.

James R. Stewart
Guardian ad litem.

And afterwards, to wit, on the seventeenth day of September, 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 uhder the foregoing order, made return thereof to the Court here in the words following, to wit:

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court for
Eliza J. Outen and others	)	Somerset County.
	)))	

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt, of Crisfield, Maryland, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, duly appointed, sworn etc., do hereby certify that on this 16th day of September, 1937, in Somerset County, aforesaid, I did take the following testimony, to wit:

Eliza J. Outen, 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 Eliza J. Outen, my age is 67 years, my residence is near Marion Station, Somerset County, Maryland, and my occupation is that of a housekeeper.

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

Ans. I am acquainted with the parties to this suit. I am one of the defendants in this suit. The Plaintiff, and defendants, George Cane, Levi Cane, Caleb Cane, Addie Cottingham, Maude Waters and Fred T. Adams, Executor of William E. Outen, deceased, and myself reside in Somerset County, in the State of Maryland. All the other defendants are non-resident of the State of Maryland.

Int. 3 Were you or not acquainted with William E. Outen? If so, is he living or dead, and if dead, when did he die? Did he or not die intestate?

Ans. I was well acquainted with William E. Outen. He was my husband. He is dead, having died about the eighth day of July, 1935. He left no will.

Int. 4 Please state whether or not the said William E. Outen at the time of his death was indebted to Frances Horsey, the complainant in this cause, and if so, how was he so indebted unto the said Frances Horsey?

Ans. The said William E. Outen at the time of his death was indebted unto the said Frances Horsey, the complainant in this cause, in the sum of Three Hundred Dollars, for money advanced by the said Frances Horsey to the said William E. Outen in his lifetime, of which said sum of Three Hundred Dollars, so advanced, the sum of One Hundred and Sixteen Dollars and Nineteen Cents ($116.19) was paid to the said Frances Horsey by Fred T. Adams, Administrator of the said William E. Outen,

as shown by the distribution of said personal estate in the Orphans Court for Somerset County, Maryland. The paper now shown me, marked Exhibit "A", is a true statement of said indebtedness.

Int. 5 Please state whether or not the said William E. Outen left any personal estate? If so, has any administration been granted on the said personal estate? Is or not the said personal estate sufficient to pay the debts owing by the said William E. Outen at the time of his death?

Ans. The said William E. Outen left some personal estate, and administration on said personal estate was granted by the Orphans Court for Somerset County, unto Fred T. Adams, as administrator, The personal estate has been fully administered on said Orphans Court, and said personal estate is not sufficient to pay the debts owing by the said William E. Outen at the time of his death.

Int. 6 Please state whether or not the said William E. Outen owned any real estate at the time of his death, and if so, where is the same located, and what in your opinion is the value of said real estate?

Ans. The said William E. Outen at the time of his death owned some real estate in Brinkleys District, Somerset County, Maryland, on the County Road leading from Liberia to Burnettsville, and contains about thirteen acres of land, and is improved by two story, frame, shingle roof Dwelling House, one a fair size house and the other a small house. I understand that said real estate was conveyed to the said William E. Outen by his mother, Harroett Outen, and by Isaac Henry Hall, Assignee, to sell the Elisha T. Outen property. A part of the Elisha T. Outen property was conveyed by the said William E. Outen to Leonard Marshall, and a part to Thomas J. Green and wife. I should think the property worth from five hundred dollars to one thousand dollars.

Int. 7 Please state who are the heirs at law of the said William E. Outen, and their ages?

Ans. The said William E. Outen left no children or descendants, nor mother or father, but leaving surviving him, as his only heirs at law (a) myself, Eliza J. Outen, his widow, (b) Georgia Outen, Caleb Outen, Henry Outen, Addie Cottingham and Estella Deal, only children of George H. Outen (who was a brother of William E. Outen, and who departed this life, intestate, before the death of the said William E. Outen), Clarence Fountain, George Fountain, Maude Waters, Eva Davis and Ethel Bell, children of Laura Fountaine, (who was a daughter of the said George H. Outen, and who departed this life, before the death of the said William E. Outen), and Vivian Dryden, (who was a daughter of Lillian Dryden, who was a daughter of the said Laura Fountain and who departed this life before the death of the said William E. Outen), (c) Simon Outen, Joseph Outen, Leanard Outen, and Charles Outen, children of Elisha T. Outen, (who was a brother of the said William E. Outen, and who departed this life before the death of the said William E. Outen), and Bernetta Outen, only child of Joshua Outen, who was a son of the said Elisha T. Outen, and who departed this life before the death of the said William E. Outen, (d) George Cane and Levi Cane, children of Hennie Cane, (who was a sister of the said William E. Outen, and who departed this life before the death of the said William E. Outen), Della Suttin, Willie Cane and Hennie Cane, only children of Thomas Cane, (who was a son of the said Hennie Cane and who departed this life before the death of the said William E. Outen), and Eddie Whittington, Raymond Whittington, Violet Waters and Julia Dixon, only children of Julia Whittington, (who was a daughter of the said Hennie Cane, and who departed this life before the death of the said William E. Outen), and Howard Stewart, only child of Violet Stewart, (who was daughter of the said Hennie Cane, and who departed this life before the death of the said William E. Outen), (e) Howard Gassoway and Helen Gassoway, only children of Hattie Gassoway, (who was a sister of the said William E. Outen, and who departed this life before the death of the said William E. Outen, (f) Carrie Adams and Bertha Adams, only children of Martha Adams, (who was a sister of the said William E. Outen, and who departed this life before the death of the said William E. Outen). All of the defendants are above the age of twenty-one years, except the said Burnetta Outen and Vivian Dryden, who are infants under the age of Twenty-one years.

Int. 8 Please state whether or not the personal estate of the said William E. Outen is sufficient to pay the costs of administration, funeral expenses and the debts owing by the said William E.

Outen at the time of his death?

Ans. The personal estate of the said William E. Outen is not sufficient to pay the costs of administration, funeral expenses and the debts owing by the said William E. Outen at the time of his death.

COURTS QUESTION?

Ans. I know nothing further.

WITNESS: E. P. Wyatt. Elisa J. her x mark Outen

Frances Horsey, 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 Frances Horsey, my age is 24 years, I reside near Marion Station, Somerset County, Maryland, and do general work.

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

Ans. I am the complainant in this cause, and I am well acquainted with Eliza J. Outen, one of the defendants and the widow of the said William E. Outen. I know many of the other defendants, but am not personally acquainted with them all.

Int. 3 Were you or not acquainted with William E. Outen? If so, is he living or dead, and if dead, when did he die? Did he or not die intestate?

Ans. I was well acquainted with William E. Outen. He died about the 8th day of July, 1935. He left no will.

Int. 4 Please state whether or not the said William E. Outen, at the time of his death was indebted unto you, and if so, how was he so indebted?

Ans. At the time of his death the said William E. Outen was indebted to me in the sum of Three Hundred Dollars for money advanced by me to the said William E. Outen. Of this sum so advanced by me, the sum of one hundred and sixteen dollars and nineteen cents was paid to me by Fred T. Adams, Administrator of the said William E. Outen, as will appear by the distribution of the personal estate of the said William E. Outen in the Orphans Court for said Somerset County. The paper now shown me, marked Exhibit "A", is a statement of the balance due me on said indebtedness.

Int. 5 Please state whether or not the said William E. Outen left any personal estate, if fo, has any administration been granted on said personal estate, and is or not the said personal estate sufficient to pay the costs of administration, funeral expenses, and the debts owing by the said William E. Outen at the time of his death?

Ans. The said William E. Outen left some personal estate, and administration on said personal estate was granted by the Orphans Court for Somerset County unto Fred T. Adams as administrator. The paper now shown me, marked Exhibit "B" is a certified copy of the granting of said letters of administration. The personal estate of the said William E. Outen has been fully administered in said Orphans Court, and said personal estate was not sufficient to pay the costs of administration, funeral expenses and the debts owing by the said William E. Outen at the time of his death.

Int. 6 Please state whether or not the said William E. Outen owned any real estate at the time of his death? If so, where is said real estate located, and what in your opinion is its value?

Ans. The said William E. Outen at the time of his death owned real estate in Brinkleys District, Somerset County, Maryland, on the County Road leading from Liberia to Burnettsville, and contains about thirteen acres of land and is improved by two Dwelling houses, one a fair sixe house and the other a small house. I understand that said real estate was conveyed to the said William E. Outen by his mother Harriett Outen, and by Isaac Henry Hall, Assignee, to sell the Elisha T. Outen property. I should think the property worth from five hundred dollars to one thousand dollars.

Int. 7 Please state who are the heirs at law of the said William E. Outen, and their ages?

Ans. The said William E. Outen left no children or descendants, but did leave a widow, the de-

fendant, Eliza J. Outen. He also left a large number of nephews and nieces and great-nephews and great-nieces, but I do not know all their named and ages.

COURTS QUESTION?

Ans. I know nothing further.

Witness: E. P. Wyatt. Frances Horsey

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

Bill of Costs:

Examiner $4.00

Witness my hand and Seal.

Edward P. Wyatt (SEAL)

Examiner in Chancery.

And thereafter to wit, on the eleventh day of October, in the year nineteen hundred and thirty-seven, the Circuit Court here passed the following decree in the premises, to wit:

Frances Horsey	)	In Equity in the Circuit Court
vs.	)	for _____ County,
Eliza J. Outen and others	)	No. 4972 Chancery
	)))	

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

It is thereupon this ninth day of October in the year nineteen 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 for the payment of the debts of the deceased owner 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 & 00/100 dollars, if individual surety or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future order or decree in the premises he shall then proceed to make sale of said Real Estate, having first given at least twenty days previous notice, inserted in some newspaper printed in said County, and such other notice, as he may thing proper, of the time, place, manner, and terms of sale, which terms shall be as follows: one-half in cash, on the day of sale, the balance of the purchase money to be paid in six months from day of sale; the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser, or purchasers with a surety or sureties to be approved by the trustee, or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after any such sale or sales, the said trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said trustee shall, by a good and sufficient deed to be executed and acknowledged according to law, convey to the purchaser or purchasers of said property, to his, her, or their heirs or assigns, the property to him, her or them sold, free, clear, and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustee shall bring into this Court the money arising on said sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs

of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention, and fidelity, wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale or sales, the said trustee is directed to give notice to the creditors of the said William E. Outen to file their claims with the vouchers thereof, in the office of the Clerk of this Court, within one month from the day of said sale or sales.

James M. Crockett, Judge.

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

KNOW ALL MEN by these presents, that we, Clarence P. Lankford, principal, and Edward P. Wyatt, and Lorie C. Quinn, Sr., sureties, all of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand dollars, current money, to be paid unto the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 2nd day of November 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, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Frances Horsey vs. Eliza J. Outen and others, now pending in said Court.

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

Witness:	Clarence P. Lankford	(SEAL)
Benson W. Sterling.	Edward P. Wyatt	(SEAL)
	Lorie C. Quinn, Sr.	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 2nd day of November, in the year nineteen hundred and thirty-seven.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the seventeenth day of November, 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:

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court
Eliza J. Outen and others	)	for 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, bearing date the ninth day of October, in the year niheteen 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 prerequisits, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in Somerset County, in the State of Maryland, for at least

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 the sixth day of November, 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 property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree, to-wit, all those lots or parcels of land, with the improvements thereon, of which William E. Outen, late of said Somerset County, deceased, died seized and possessed, situate, lying and being in Brinkley's District, Somerset County, in the State of Maryland, on the County Road leading from Liberia to Burnettsville, containing thirteen acres of land, more or less, the same being all the real estate and premises conveyed unto the said William E. Outen by two deeds, one from Harriet Outen bearing date the twenty-eighth day September, in the year eighteen hundred and ninety-one, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 7 folio 52 etc, and the other from Isaac Henry Hall, Assignee, bearing date the fourteenth day of July, in the year nineteen hundred and three, and recorded among the said Land Records in Liber O. T. B. No. 35 folio 463, except so much thereof as has been conveyed by the said William E. Outen and wife unto Leonard A. Marshall by deed bearing date the sixteenth day of September, in the year nineteen hundred and eight, and recorded among said Land Records in Liber S. F. D. No. 49, folio 312, and unto Thomas J. Green and wife by deed bearing date the twenty-third day of August, in the year nineteen hundred and seven, and recorded among said Land Records in Liber S. F. D. No. 47 folio 144 etc, whereupon Eliza J. Outen, of said Somerset County, being the highest and best bidder therefor, became thereof, at and for the sum of Five Hundred Dollars ($500.00), of which the purchaser paid to your trustee the sum of Two Hundred and seventy-five dollars in cash, and gave her bond for the balance, to-wit, the sum of Two Hundred and twenty-five dollars, payable to your trustee on the ratification of said sale by this Honorable Court.

And your trustee prays the ratification of his said proceeding, and of the sale by him made.

Respectfully submitted.

Clarence P. Lankford

Trustee

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 17th day of November, 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, trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court
Eliza J. Outen and others	)	for Somerset County.
_____	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 17th day of November, 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 sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th 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 18th day of December next.

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

J. Millard Tawes, Clerk.

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

Frances Horsey	)	No. 4972 Chancery
vs.	)	In the Circuit Court
Eliza J. Outen and others	)	for Somerset County
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this fifth day of January, nineteen hundred and thirty-eight, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, trustee, appointed by a decree of this Court, to make said sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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.

""

Abednego R. Crockett	)	Be it remembered that heretofore, to wit, on the
vs.	)	twelfth day of July, in the year nineteen hundred and
Emma Mitchell, Ernest S. Gunby and Annie Gunby, Leila Gunby, Alda Gunby, Lida Mears, Mary G. Mears, Alva T. Mears, Bank of Crisfield, a body corporate, The Marine Bank of Crisfield, Eastern Shore Public Service Company, Metal Package Company, Chicago Lumber Company & John A. Bradshaw	)	thirty-seven, a certain Abednego R. Crockett, by Clarence P. Lankford, his solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alda Gunby, Lida Mears, Mary G. Mears, Alva T. Mears, Bank of Crisfield, body corporate, the Marine Bank of Crisfield, a body corporate, Eastern Shore Public Service Company, a body corporate, Metal Package Company, a body corporate, Chicago Lumber Company, a body corporate, and John A. Bradshaw, which said bill of complaint is in the words following, to wit:

Abednego R. Crockett	)	
vs.	)	No. 5054 Chancery
Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alda Gunby, Lida Mears, Mary G. Mears, Alva T. Mears, Bank of Crisfield, body corporate, The Marine Bank of Crisfield, a body corporate, Eastern Shore Public Service Company, a body corporate, Metal Package Company, a body corporate, Chicago Lumber Company, a body corporate, and John A. Bradshaw	)	In the Circuit Court for Somerset County.
	)	

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

The Bill of Complaint of Abednego R. Crockett, of Somerset County, in the State of Maryland, respectfully represents:

First: That heretofore a certain Sarah Crockett, late of Somerset County, in the State of Maryland, deceased, was in her lifetime seized and possessed of certain real estate, consisting of a store-house and lot situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the North side of Main Street, being the same and all the real estate

and premises conveyed unto the said Sarah Crockett by Annanias R. Crockett by deed bearing date the 6th day of April, in the year eighteen hundred and eighty-seven, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 5 folio 90 etc.

Second: That being so thereof seized and possessed, the said Sarah Crockett departed this life, intestate, in the month of December, in the year niheteen hundred and sixteen, leaving surviving her as her only heirs at law, your orator, Abednego R. Crockett, a son, the defendant, Emma Mitchell, a daughter, Mary E. Gunby, a daughter, who married a certain E. Samuel Gunby, and Sarah J. Mears, a daughter, who married a certain B. Tucker Mears, and upon whom devolved all the interest of the said Sarah Crockett in said real estate.

Third: That the said Mary E. Gunby departed this life, intestate, since the death of the said Sarah Crockett, leaving the defendants, Ernest S. Gunby (who married the defendant, Annie Gunby), Leila Gunby and Mary Alva Gunby as her only children and heirs at law.

Fourth: That the said Sarah J. Mears departed this life, intertate, since the death of the said Sarah Crockett, leaving the defendants, Lida Mears, Mary G. Mears and Alva T. Mears, and the said B. Tucker Mears, her husband, as her only heirs at law, the said B. Tucker Mears having since departed this life, intestate, leaving the defendants, Lida Mears, Mary G. Mears and Alva T. Mears, as his only heirs at law.

Fifth: That the defendants, the Bank of Crisfield, The Marine Bank of Crisfield, the Eastern Shore Public Service Company, the Metal Package Company, the Chicago Lumber Company, and John A. Bradshaw, have each obtained judgments in the Circuit Court for said Somerset County against your orator, Abednego R. Crockett, which said judgments are liens against the interest of your orator, Abednego R. Crockett, in said real estate, and your orator is advised that the said Bank of Crisfield, The Marine Bank of Crisfield, Eastern Shore Public ServiceCompany, Metal Package Company, Chicago Lumber Company and John A. Bradshaw are proper parties defendant in this cause.

Sixth: That your orator, Abednego R. Crockett, and the defendants, Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alda Gunby and John A. Bradshaw, reside in Somerset County, in the State of Maryland, and are all above the age of twenty-one years; that the defendants, Lida Mears, Mary G. Mears and Alva T. Mears are non-residents of the State of Maryland, and reside in the State of Virginia, and are all above the age of twenty-one years; that defendants, the Bank of Crisfield and The Marine Bank of Crisfield, are Maryland corporations, with the principal office in Somerset County, Maryland; that the defendant, the Eastern Shore Public Service Company is a corporation under the laws of the State of Delaware, with its principal office in Salisbury, in the State of Maryland, and that the said defendants, the Metal Package Company and the Chicago Lumber Company, are non-resident corporations.

Seventh: That the said real estate is not susceptible pf partition, without material loss and injury to the parties entitled to interests therein, as above set forth, and that in order to make divisions of said interests it will be necessary that said real estate be sold, and the proceeds divided among the parties entitled to interests therein, but your orator is unable to obtain adequate relief, or make sale of said real estate without the aid of this Honorable Court.

To the end therefore.

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed among the heirs at law of the said Sarah Crockett, deceased, according to their respective interests.

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

May it please your Honors to grant unto your orator the order of publication giving notice to the said Lida Mears, Mary G. Mears, Alva T. Mears, the Metal Package Company, a body corporate, and the Chicago Lumber Company, a body corporate,The Eastern Shore Public Service Co., a body corporate, who are non-residents of the State of Maryland, of the object and substance of this bill, and warning them, and each of them, to appear in this Court, in person or by solicitor, on

or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of the State of Maryland of subpoena directed to the said Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Alda Gunby and John A. Bradshaw, and the Bank of Crisfield, a bodycorporate, and The Marine Bank of Crisfield, a body corporate, of Somerset County, in the State of Maryland, commanding them, and each of them, to be and appear in this Court on some certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.

Clarence P. Lankford
Solicitor for Complainant.

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:

Abednego R. Crockett	)	No. 5054 Chancery
vs.	)	In the Circuit Court
Emma Mitchell and others	)	for Somerset County.
	)	

The object of this suit is to procure a decree for the sale of certain real estate in Somerset County, Maryland, of which Sarah Crockett, late of said Somerset County, deceased, died seized and possessed.

The Bill states that the said Sarah Crockett died seized and possessed of a lot of land, improved by a store-house, in the Town of Crisfield, Somerset County, Maryland, which was conveyed unto the said Sarah Crockett by Annanias R. Crockett by deed dated the 6th day of April, 1887, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 5 folio 90; that the said Sarah Crockett departed this life, intestate, in the month of December, 1916, leaving surviving her, as her only heirs at law, Abednego R. Crockett, a son, Emma Mitchell, a daughter, Mary E. Gunby, a daughter, and Sarah J. Mears, a daughter; that the said Mary E. Gunby departed this life, intestate, since the death of the said Sarah Crockett, leaving Ernest S. Gunby, (who married Annie Gunby), Leila Gunby, a daughter, and Mary Alva Gunby, a daughter, as her only heirs at law; that the said Sarah J. Mears departed this life, intestate, since the death of the said Sarah Crockett, leaving Lida Mears, a daughter, Mary G. Mears, a daughter, Alva T. Mears, a daughter, and B. Tucker Mears, her surviving husband, as her only heirs at law; that the said B. Tucker Mears has since departed this life, intestate, leaving the said Lida Mears, Mary G. Mears and Alva T. Mears as his only heirs at law; that all are above the age of twenty-one yars; that the Bank of Crisfield, a body corporate, The Marine Bank of Crisfield, a body corporate, the Metal Package Company, a body corporate, the Chicago Lumber Company, a body corporate, the Eastern Shore Public Service Company, a body corporate, and John A. Bradshaw have each obtained judgments in the Circuit Court for Somerset County, Maryland, against the said Abednego R. Crockett, which judgments are liens on the interest of the said Abednego R. Crockett in said real estate; that the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein; that the said Lida Mears, Mary G. Mears, Alva T. Mears, the Metal Package Company, a body corporate, the Chicago Lumber Company, a body corporate, and the Eastern Shore Public Service Company, a body corporate, are non-residents of the State of Maryland.

It is thereupon, this 12th day of July, 1937, by the Clerk of the Circuit Court for Somerset County, ordered that the complainant by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 13th day of August, 1937, give notice to the said Lida Mears, Mary G. Mears, Alva T. Mears, the Metal Package Company, a body corporate, the Chicago Lumber Company, a body corporate, and the Eastern Shore Public Service Company, a body corporate, non-residents defendants in this cause, of the

object and substance of the bill of complaint, warning them, and each of them, to be and appear in this Court, in person or by solicitor, on or before the 31st day of August, 1937, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF THE STATE OF MARYLAND,

COUNTY TO Emma Mitchell, Ernest S. Gunby, Annie Gunby, Leila Gunby, Alda Gunby and John A. Bradshaw OF SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in August next to answer the complaint of Abednego R. Crockett, 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 5th day of July Anno Domini 1937 ISSUED the 12th day of July Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF THE STATE OF MARYLAND,

COUNTY To The Marine Bank of Crisfield, a body corporate 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 Abednego R. Crockett 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 5th day of July, Anno Domini 1937 ISSUED the 12th day of July Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL To The Bank of Crisfield, a body corporate 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 Abednego R. Crockett 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 5th day of July Anno Domini 1937 ISSUED the 12th day of July Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in August, in the year nineteen hundred and thirty-seven, 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 of subpoena left with each defendant.

W. H. Dryden, Sheriff

Per: I. H. Dorsey, Deputy

To the second of said Writs: Summoned "The Marine Bank of Crisfield", a body corporate, by service on William M. Wooster, cashier of "The Marine Bank of Crisfield", and copy of subpoena left with William M. Wooster, cashier as aforesaid.

W. H. Dryden, Sheriff
Per I. H. Dorsey, Deputy

To the third of said Writs: Summoned the "Bank of Crisfield", a body corporate, by service on J. Coyne Sterling, cashier of the "Bank of Crisfield", and copy of subpoena left with J. Coyne Sterling, cashier as aforesaid.

W. H. Dryden, Sheriff
Per I. H. Dorsey, Deputy

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

Abednego R. Crockett	)	No. 5054 Chancery
vs.	)	In the Circuit Court
Emma Mitchell and others	)	for Somerset County
_____	)	

To the Honorable, the Circuit Court for Somerset County.

The petition of the complainant respectfully represents:

That the adult defendants, Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alva Gunby, John A. Bradshaw, the Bank of Crisfield, a body corporate, and The Marine Bank of Crisfield, a body corporate, have been duly summoned to the appear to the bill of complaint in this cause; that The Marine Bank of Crisfield, a body corporate, has answered said bill of complaint; and that the said Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alva Gunby and John A. Bradshaw, and the Bank of Crisfield, a body corporate, have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court; that the order of publication heretofore passed in this cause, has been duly published according to its provisions, and that Lida Mears, Mary G. Mears, Alva T. Mears, the Metal Package Company, a body corporate, the Chicago Lumber Company, a body corporate, and the Eastern Shore Public Service Company, a body corporate, non-resident adult defendants mentioned in the said bill of complaint, and in said order of publication, have failed to appear to the bill of complaint within the time prescribed by said order and the rules of this Court.

The complainant therefore prays that the bill of complaint in this cause may be taken pro-confesso against the said Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alva Gunby, John A. Bradshaw, the Bank of Crisfield, a body corporate, Lida Mears, Mary G. Mears, Alva T. Mears, the Metal Package Company, a body corporate, the Chicago Lumber Company, a body corporate, and the Eastern Shore Public Service Company, a body corporate, non-appearing adult defendants, and that the complainants have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound etc.

Clarence P. Lankford
Solicitor for Complainant.

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

Abednego R. Crockett	)	No. 5054 Chancery
vs.	)	In the Circuit Court
Emma Mitchell and others	)	for Somerset County,
_____	)	In Equity.

It appearing in the above entitled cause, that the adult defendants, Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alva Gunby, John A. Bradshaw, the Bank of

Crisfield, a body corporate, and The Marine Bank of Crisfield, a body corporate, have been duly summoned to appear to the bill of complaint in this cause; that The Marine Bank of Crisfield, a body corporate has answered said bill of complaint; that the said Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alva Gunby, John A. Bradshaw, and the Bank of Crisfield, a body corporate, have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court; that the order of publication heretofore passed in this cause, has been duly published according to its provisions, and that Lida Mears, Mary G. Mears, Alva T. Mears, the Metal Package Company, a body corporate, the Chicago Lumber Company, a body corporate, and the Eastern Shore Public Service Company, a body corporate, non-resident adult defendants mentioned in the said bill of complaint and in said order of publication, have failed to appear to the bill of complaint in this cause, within the time prescribed by said order and the rules of this Court.

It is thereupon this 18th day of September, nineteen hundred and thirty-seven, on the foregoing petition, ordered, adjudged and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be, and the same is, hereby taken pro-confesso against the same Emma Mitchell, Ernest S. Gunby and Annie Gunby, his wife, Leila Gunby, Mary Alva Gunby, John A. Bradshaw, the Bank of Crisfield, a body corporate, Lida Mears, Mary G. Mears, Alva T. Mears, the Metal Package Company, a body corporate, the Chicago Lumber Company, a body corporate, and the Eastern Shore Public Service Company, a body corporate, 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 twenty-first day of October, 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 aforegoing order, make return thereof to the Court here in the words following, to wit:

Abednego R. Crockett	)	No. 5054 Chancery
vs.	)	In the Circuit Court for
Emma C. Mitchell and others	)	Somerset County.

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt, of Crisfield, Maryland one of the Standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, duly appointed, sworn etc., do hereby certify that on this 20th day of October, 1937, in Somerset County, aforesaid, I did take the following testimony, to wit:

Abednego R. Crockett, 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 abednego R. Crockett, my age is 76 years, I reside in Crisfield, Somerset County, Maryland, and my occupation Tomato Grower and Canner.

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

Ans. I am the complainant in this cause, and as stated above reside in Crisfield, Somerset County, Maryland. I am acquainted with all the defendants in this cause. The defendants, Emma C. Mitchell, Ernest S. Gunby and Annie N. Gunby, his wife, Lelia Gunby, Mary Alva Gunby and John A. Bradshaw reside in Somerset County, Maryland. The defendants, Lida Mears, Mary G. Mears and Alva T. Mears are non-residents of the State of Maryland, and reside in the State of Virginia; the defendants, the Bank of Crisfield, and The Marine Bank of Crisfield, are Maryland corporations, having their principal offices in the Town of Crisfield, Maryland; the defendants, the Eastern Shore Public Service Company, the Metal Package Company and the Chicago Lumber Company are non-resident corporations.

Int. 3 Were you or not acquainted with Sarah Crockett? If so, is she living or dead? If dead, when did she die? Did she or not die intestate? Did she or not leave a surviving husband? Who are her heirs at law and their ages?

Ans. The said Sarah Crockett was my mother, and she died in the month of December, 1916. She left no will. She left no husband surviving her. The said Sarah Crockett left as her only heirs at law the following, namely, (a) myself, Abednego R. Crockett, a son, and I am a widower, (b), Emma Mitchell, a daughter, who is a widow, (c) Mary E.Gunby, a daughter, who departed this life, intestate, since the death of the said Sarah Crockett, leaving Ernest S. Gunby, who married Annie N. Gunby, Lelia Gunby and Mary Alda Gunby as her only children and heirs at law, and (d), Sarah J. Mears, a daughter, who married B. Tucker Mears, and who departed this life, intestate, since the death of the said Sarah Crockett, leaving Lida Mears, Mary G. Mears and Alva T. Mears, her only children, and B. Tucker Mears, her surviving husband, as her only heirs at law, the said B. Tucker Mears having departed this life, intestate, leaving the said Lida Mears, Mary G.Mears and Alva T. Mears as his only children and heirs at law. All the above named parties are above the age of twenty-one years.

Int. 4 Please state whether or not the said Sarah Crockett, at the time of her death was seized and possessed of any real estate in Somerset County, Maryland? If so, where is said real estate located, and what in your opinion is its value?

Ans. The said Sarah Crockett, at the time of her death was seized and possessed of a lot of land in the Town of Crisfield, Somerset County, Maryland, on the North side of Main Street, fronting thirty-nine feet on said Main Street, improved by a small store house, being the same and all the real estate and premises conveyed unto the said Sarah Crockett by Annanias R. Crockett be deed bearing date the sixth day of April, 1897, and recorded among land records of Somerset County Maryland, in Liber H. F. L. No. 5 folio 90. I should think the property worth from $1000. to $1200. Dollars.

Int. 5 Please state whether or not, in your opinion, the said real estate of which the said Sarah Crockett died seized and possessed is susceptible of partition among the parties entitled to interests therein, without material loss and injury to them. Give your reason for such opinion?

Ans. The said real estate is not susceptible of partition among the parties entitled to interests therein without material loss and injury to them, and in order to make division of said interests it is necessary that said real estate be sold and the proceeds of sale be divided among the parties entitled to interests therein according to their respective interests. There is only one piece of property and quite a number of heirs, owing such different interests that it is not possible to divide the property among them.

COURTS QUESTION?

Ans. I know nothing further in this case, except that the several judgments mentioned in the bill of complaint in this cause, have not been paid.

WITNESS:E. P. Wyatt. Abednego R. Crockett

Examiner

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

Bill of Costs:

Examiner $4.00

WITNESS MY HAND AND SEAL

Edward P. Wyatt (SEAL)

EXAMINER IN CHANCERY.

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

Abednego R. Crockett	)	In Equity in the Circuit Court for
vs.	)	Somerset County
Emma Mitchell and others	)	No. 5054 Chancery.
	)	

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

It is thereupon this thirteenth day of November in the year nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, sitting in Equity, adjudged, ordered, and decreed, that the Real Estate in the proceedings mentioned, be sold.

That Clarence P. Lankford be and he is hereby appointed Trustee to make such sale; the course and manner of his proceeding shall be as follows: He shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk, in the penalty of two thousand dollars, if individual surety or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future order or decree in the premises. He shall them proceed to make sale of said Real Estate, having first given at least three weeks previous notice, inserted in some newspaper printed in said County, and such other notice, as he may thing proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-half in cash, on the day of sale, the balance of the purchase money to be paid in six months from day of sale; the whole to bear interest from the day of sale, and the payment thereof to be secured by the bonds of the purchaser, or purchasers with a surety or sureties to be approved by the trustee, or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after any such sale or 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 suxh sale or sales annexed. And on the ratification of such 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 Clarence P. Lankford, Trustee, filed in Court here a bond in the words following, to wit:

Know all men by these presents, that we, Clarence P. Lankford, principal, and Lorie C. Quinn, Sr., and Edward P. Wyatt, sureties, all of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 4th day of December, 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, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of Abednego R. Crockett vs. Emma Mitchell and others, now pending in said Court.

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

Witness:	Clarence P. Lankford	(SEAL)
Benson W. Sterling.	Lorie C. Quinn, Sr.	(SEAL)
	Edward P. Wyatt	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The above bond approved this 6th day of December, in the year nineteen hundred and thirty-seven.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the fourteenth day of December, 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:

Abednego R. Crockett	)	No. 5054 Chancery
vs.	)	In the Circuit Court
Emma Mitchell and others	)	for 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, bearing date the thirteenth day of November, 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 pre-requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Crisfield Times", a newspaper published in Somerset County, in the State of Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the BANK OF CRISFIELD, in the Town of Crisfield, Maryland, on Saturday, the eleventh day of December, 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 in manner following, that is to say:

Your trustee offered at public sale to the highest bidder, the property mentioned in said decree, to-wit, all that lot or parcel of land with the improvements thereon, situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the North side of Main Street, fronting thirty-nine feet on said Main Street, adjoining the land formerly belonging to Oliver C. Tawes on the West, and the land formerly belonging to Nelson E. Poleyett on the East, the same being all the real estate and premises conveyed unto Sarah Crockett, late of Somerset County, deceased, by Annanias R. Crockett by deed bearing date the sixth day of April, in the year eighteen hundred and eighty-seven, and recorded among the Land Records of said Somerset County, in Liber H. F. L. No. 5 folio 90, whereupon Henry E. Poleyette, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of TWELVE HUNDRED AND THIRTY-FIVE DOLLARS ($1,235.00), all of which has been paid in cash.

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

Respectfully submitted,

Clarence P. Lankford

Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 14th day of December, 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, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale thete 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:

Abednego R. Crockett	)	no. 5054 Chancery
vs.	)	In the Circuit Court for
Emma Mitchell and others	)	Somerset County.
_____	)	

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 14th day of December, 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 sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of January, next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 15th day of January next.

The report states the amount of sale to be $1,235.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the nineteenth day of January, in the year nineteenhundred and thirty-eight, came again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order, to wit:

Abednego R. Crockett	)	No. 5054 Chancery
vs.	)	In the Circuit Court
Emma Mitchell and others	)	for Somerset County.
_____	)	

Ordered by the Circuit Court for Somerset County, this 19th day of January, nineteen hundred and thirty-eight, 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 sais sale, be and the same is hereby finally ratified and confirmed, no notice to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, and the trustee is allowed the usual commissions, and such proper expenses as he shall produce vouchers for to the auditor.

James M. Crockett, Judge.

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

Per: J. Millard Tawes, Clerk.

" " " "

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland vs. Clayton T. Marriner, Virgil C. Marriner, Elton W. Marriner, LeRoy F. Marriner, Essie L. Marriner Townsend, Mary E. Marriner and Vivian Pearl Marriner Martin, and Virgil C. Marriner and LeRoy F. Marriner, Administrators of Francis W. Marriner, deceased.	Be it remembered that heretofore, to wit, on the twelfth day of March, in the year nineteen hundred and thirty-seven, 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 Clayton T. Marriner, Virgil C. Marriner, Elton W. Marriner, LeRoy F. Marriner, Essie L. Marriner Townsend, Mary E. Marriner and Vivian

Pearl Marriner Martin, and Virgil C. Marriner, and LeRoy F. Marriner, administrators of Francis W. Marriner, deceased, 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. Clayton T. Marriner, Virgil C. Marriner, Elton W. Marriner, LeRoy F. Marriner, Essie L. Marriner Townsend, Mary E. Marriner and Vivian Pearl Marriner Martin, and Virgil C. Marriner and LeRoy F. Marriner, Administrators of Francis W. Marriner, deceased.	No. 5019 Chancery Circuit Court for Somerset County, Maryland.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orator who sues as well for itself as for all other creditors of Francis W. Marriner, late of Somerset County deceased, who will come in and contribute to the expenses of this suit, complaining says:

FIRST: That the said Francis W. Marriner was in his life time indebted to your orator on twenty one promissory notes as follows: (1) Note of the said Francis W. Marriner, dated September twenty sixth, nineteen hundred and thirty-four, upon which there is a balance of four hundred forty nine dollars due as of March twenty sixth, nineteen hundred and thirty seven; (2) Note of the said FrancisW. Marriner, dated September nineteenth, nineteen hundred and thirty four, upon which there is a balance of three hundred seventy four dollars due as of April nineteenth, nineteen hundred and thirty seven; (3) note of the said Francis W. Marriner, dated July thirtieth, nineteen hundred and thirty four, upon which there is a balance of one hundred twenty two dollars and twenty two cents due as of February twenty eighth, nineteen hundred and thirty seven; (4) Note of Benjamin T. and Mary E. Dykes endorsed by the said Francis W. Marriner, dated June third, nineteen hundred and thirty four, upon which there is a balance due as of January third, nineteen hundred and thirty seven of ten dollars and forty cents; (5) Note of Benjamin T. and Mary E. Dykes, endorsed by the said Francis W. Marriner, dated June eighth, nineteen hundred and thirty four, upon which there is a balance due as of March eighth, nineteen hundred and thirty seven of sixty one dollars and twenty five cents; (6) Note of William C. and Bessie L. Dykes, endorsed by the said Francis W. Marriner, dated June eighth, nineteen hundred and thirty four, upon which there is a balance due as of January sixth, nineteen hundred and thirty seven of eight dollars and seventy five cents; (7) Note of Clayton T. Marriner endorsed by the said Francis W. Marriner dated June third, nineteen hundred and thirty-four, upon which there is a balance due as of February third, nineteen hundred and thirty-seven of four dollars and forty six cents; (8) Note of Clayton T. Marriner endorsed by the said Francis W. Marriner dated July twentieth, nineteen hundred and thirty-four, upon which there is a balance due as of April twentieth, nineteen hundred and thirty-seven of forty two dollars and fifty cents; (9) Note of Clayton T. and Rachel E. Marriner endorsed by the said Francis W. Marriner dated July fourteenth, nineteen hundred and thirty-four, upon which there is a balance due as of April fourteenth, nineteen hundred and thirty-

seven of forty nine dollars and fifty cents; (10) Note of Clayton T. Marriner endorsed by the said Francis W. Marriner, dated June fifth, nineteen hundred and thirty-four, upon which there is a balance due as of April fifth, nineteen hundred and thirty-seven of one hundred ninety one dollars; (11) Note of Clayton T. Marriner endorsed by the said Francis W. Marriner, dated May twenty eighth, nineteen hundred and thirty-four, upon which there is a balance due as of March twenty eighth, nineteen hundred and thirty-seven, of three hundred twenty one dollars ; (12) Note of Clayton T. Marriner endorsed by the said Francis W. Marriner, dated June twentieth, nineteen hundred and thirty-four, upon which there is a balance due as of March twentieth, nineteen hundred and thirty-seven of two hundred ninety one dollars; (13) Note of Clayton T. Marriner endorsed by the said Francis W. Marriner, dated June twentieth, nineteen hundred and thirty-four, upon which there is a balance due as of March twentieth, nineteen hundred and thirty-seven of one hundred forty dollars; (14) Note of Clayton T. and Rachel E. Marriner endorsed by the said Francis W. Marriner, dated September twelfth, nineteen hundred and thirty-four, upon which there is a balance due as of March twelfth, nineteen hundred and thirty-seven of two hundred eighty eight dollars; (15) Note of L. Paul and Iva G. Marriner endorsed by the said Francis W. Marriner, dated April tenth, nineteen hundred and thirty-four, upon which there is a balance due as of April tenth, nineteen hundred and thirty-seven of seventy dollars and eighty cents; (16) Note of L. Paul and Iva G. Marriner endorsed by the said Francis W. Marriner, dated May twentieth, nineteen hundred and thirty-four, upon which there is a balance due as of March twentieth, nineteen hundred and thirty-seven of seventeen dollars and twenty five cents; (17) Note of L. Paul and Iva G. Marriner endorsed by the said Francis W. Marriner, dated June eighth, nineteen hundred and thirty-four, upon which there is a balance due as of March eighth, nineteen hundred and thirty-seven of forty nine dollars; (18) Note of L. Paul and Iva G. Marriner endorsed by the said Francis W. Marriner, dated May fifth, nineteen hundred and thirty-four, upon which there is a balance due as of March fifth, nineteen hundred and thirty-seven of one hundred seven dollars and eighty cents; (19) Note of Virgil C. and Letha V. Marriner endorsed by the said Francis W. Marriner, dated June twelfth, nineteen hundred and thirty-four, upon which there is a balance due as of April twelfth, nineteen hundred and thirty-seven, of eighty two dollars; (20) Note of Virgil C. and Letha V. Marriner endorsed by the said Francis W. Marriner, dated May thirty first, nineteen hundred and thirty-four, upon which there is a balance due as of March thirtieth, nineteen hundred and thirty-seven, of thirty-one dollars and twenty five cents; (21) Note of Harold and Essie Townsend endorsed by the said Francis W. Marriner, dated June fourteenth, nineteen hundred and thirty-four, upon which there is a balance due as of March fourteenth, nineteen hundred and thirty-seven of twenty four dollars; each of which said promissory notes is herewith filed as part hereof marked respectively Exhibits one to twenty one inclusive; that the said Francis W. Marriner was also indebted to your orator on a promissory note secured by mortgage on certain real estate situate in said Somerset County which said promissory note is dated January first, nineteen hundred and twenty-one, for the sum of three thousand dollars, the whole amount of which said principal sum is overdue on said note together with overdue and accumulated interest thereon amounting to four hundred forty dollars plus twenty two dollars and forty seven cents advanced for insurance premiums under the covenants of said mortgage or a total amount of three thousand four hundred sixty two dollars and forty seven cents as of March first, nineteen hundred and thirty-seven, remains due on said mortgage debt.

That the said Francis W. Marriner, being so indebted to your orator and divers other persons and being seized and possessed of real and personal estate in said Somerset County on the twenty seventh day of February, nineteen hundred and thirty-seven, departed this life intestate leaving no widow surviving but leaving as his sole heirs at law the following children to whom his said real estate descended as his only heirs at law, to-wit: - four sons, the defendants Clayton W. Marriner, Virgil C. Marriner, Elton W. Marriner and LeRoy F. Marriner, and three daughters, namely,

the defendants Essie L. Marriner Townsend, Mary E. Marriner and Vivian Pearl Marriner Martin, all of which said children are of full age and all reside in Somerset County, Maryland, except the said Clayton T. Marriner who resides in the City of Baltimore in said State.

THIRD: That letters of administration upon the personal estate of the said Francis W. Marriner have been granted to the defendants, Virgil C. Marriner and LeRoy F. Marriner, by the Orphans' Court for Somerset County, but your orator is advised and charges that the personal estate of the said Francis W. Marriner in the hands of his administrators aforesaid is insufficient for the payment of all his just debts including the aforesaid claims of your orator and that your orator and the other creditors of said deceased are entitled to have their claims paid from the proceeds of sale of the real estate of said deceased in possession of his heirs aforesaid.

To the end therefore,

1. That the real estate of the said Francis W. Marriner deceased, or so much thereof as may be necessary for the purpose may be sold for the payment of the claims of your orator and those of other unsatisfied creditors of said deceased.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Virgil C. Marriner, Elton W. Marriner, LeRoy F. Marriner, Essie L. Marriner Townsend, Mary E. Marriner and Vivian Pearl Marriner Martin, all adults residing in said Somerset County and to Clayton T. Marriner, an adult residing in Baltimore City, Maryland, and to Virgil C. Marriner and LeRoy F. Marriner, administrators of Francis W. Marriner, deceased, 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.

Exhibits referred to in the foregoing bill are in the words following, to wit:

Exhibit No. 1: $470.00 Princess Anne, Md. Sep. 26, 1934

Three Months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, four hundred and seventy dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of theholder of this obligation, for whatever amount may be due thereon, principal, and accured interest, and costs of suit, with ten per cent collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

Witness: F. W. Marriner (SEAL)

No. 153546 Due Dec. 26, 1934

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 2: $400.00 Princess Anne, Md. Sept. 19, 1934

Three months after date, for value received we jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order, four hundred dollars at the Bank of Somerset, of Princess Anne, Maryland. The benefit of all exemption laws of the State of Maryland, or any other State on this debt or on any judgment obtained on this note is waived. And I/We hereby authorize and empower any Attorney of record to appear for Me/Us in any Court of Law or Equity, or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection, without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon.

Witness: F. W. Marriner (SEAL)

No. 153383 Due Dec. 19, 1934

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 3: $150.00 Princess Anne, Md. July 30, 1934.

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset One Hundred Fifty and 00/100 Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: F. W. Marriner (SEAL)

No. _____ Due Oct. 30, 1934

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY
Princess Anne, Md. June 3, 1934

Exhibit No. 4: $16.00

Three months after date, for value received, we jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order, Sixteen Dollars at the Bank of Somerset, of Princess Anne, Maryland. The benefit of all exemption laws of the State of Maryland, or any other State on this debt or on any judgment obtained on this note is waived. And I/We hereby authorize and empower any Attorney of record to appear for Me/Us in any Court of Law or Equity, or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent for collection, without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon.

WITNESS: B; T. Dykes (SEAL)
Mary E. Dykes (SEAL)

No. _____ Due Sept. 3, 1934.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY
R. F. D. #1 Md., June 8, 1934.

Exhibit No. 5: $66.00

Three months after date, for value received we jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order, Sixty six Dollars, at the Bank of Somerset, of Princess Anne, Maryland. The benefit of all exemption laws of the State of Maryland, or any other State on this debt or on any judgment obtained on this note is waived. And I/We hereby authorize and empower any Attorney of record to appear for Me/Us in any Court of Law or Equity, or before any Justice of the Peace at any time after maturity, cnfess judgment and forthwith issue execution thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection, without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon.

WITNESS: B; T. Dykes (SEAL)
Mary E. Dykes (SEAL)

No. _____, Due Sept. 8, 1934.

STATE OF MARYLAND, SOMERSET COUNTY, to wit ;

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day

of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 6: $28.00 Sykesville, Md. June 8, 1934

Ninety days after date for value received I/We jointly and severally promise to pay to Bank of Somerset, or order, at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County or the Clerk of the Circuit Court for Somerset County, or of any other County in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Wm. C. Dykes (SEAL)
Bessie E. Dykes (SEAL)

No. 151135 Due Sept. 6, 1934.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERITYF, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 7: $47.00 1718 E. Preston, Balto., Md. June 3, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, Forty seven Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Clayton T. Marriner (SEAL)

No. 150649, Due Sept. 3, 1934.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or

secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 8: $49.00 1718 E. Preston St., Baltimore, Md., July 20, 1934

Three months after date for value recieved, I jointly and severally promise to pay to Bank of Somerset, Princess Anne, Md. Forty-nine Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of theholder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Clayton T. Marriner (SEAL)

No. 151961 Due Oct. 20, 1934.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 9: $56.60 1718 E. Preston St., Baltimore, Md., July 14, 1934

Three months after date, for value received, we jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order, Fifty-six & 60/100 Dollars at the Bank of Somerset, of Princess Anne, Maryland. The benefit of all exemption laws of the State of Maryland, or any other State on this debt or on any judgment obtained on this note is waived. And I/We hereby authorize and empower any Attorneyof record to appear for Me/Us in any Court of Law or Equity, or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection, without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon.

WITNESS: Clayton T. Marriner (SEAL)

No. 151960 Due Oct. 14, 1934. Rachel E. Marriner (SEAL)

STATE OF MARYLAND, somerset county, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of the Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best o f his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or

secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I HEREUNTO SUBSCRIBE MY NAME and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 10: $198.00 1718 E. Preston St., Balto. Md., June 5, 1934

Three months after date, for value received, I jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order, One Hundred & ninety eight Dollars at the Bank of Somerset, of Princess Anne, Maryland. The benefit of all exemption laws of the State of Maryland, or any other State on this debt or on any judgment obtained on this note is waived. And I/We hereby authorize and empower any Attorney of record to appear for Me/Us in any Court of Law or Equity, or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection, without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon.

WITNESS: Clayton T. Marriner (SEAL)

No. 150650 Due Sept. 5, 1934

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 11: $328.00 Baltimore, Md. May 28, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, Three Hundred and Twenty-eight Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of theholder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Clayton T. Marriner (SEAL)

No. 150584 Due Sept. 28, 1934

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or

secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 12: $298.00 1718 E. Preston St., Balto., Md. June 20, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset, or order, Two Hundred and ninety eight Dollars, at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of theholder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Clayton T. Marriner (SEAL)

No. 151180 Due Sept. 20, 1934

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 13: $148.00 1718 E. Preston St., Balto. Md. June 20, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, One Hundred & forty eight Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

Witness: Clayton T. Marriner (SEAL)

No. 151181 Due Sept. 20, 1934.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-

President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 14: $297.00 1718 E. Preston St., Baltimore, Md., Sept. 12, 1934.

Three months after date for value received, we jointly and severally promise to pay to Bank of Somerset, Princess Anne, Md. or order, Two hundred and ninety-seven Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Clayton T. Marriner (SEAL)
No. 153283 Due Dec. 12, 1934 Rachel E. Marriner (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 15: $78.50 No. 149162 Princess Anne, Md. Apr. 10, 1934.

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, seventy eight 50/100 Dollars, at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

L. Paul Marriner
Iva G. Marriner

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 16: $27.00 No. 150446 Princess Anne, Md. May 20, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, twenty seven Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: L. Paul Marriner (SEAL)
Due Aug. 20, 1934. Iva G. Marriner (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 17: $55.75 No. 151019 Princess Anne, Md., June 8, 1934

Two months after date, for value received, we jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order, fifty-five 75/100 Dollars at the Bank of Somerset, of Princess Anne, Maryland. The benefit of all exemption laws of the State of Maryland, or any other State on this debt or on any judgment obtained on this note is waived. And I/We hereby authorize and empower any Attorney of record to appear for Me/Us in any Court of Law or Equity, or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection, without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon.

WITNESS: L. Paul Marriner (SEAL)
Due Aug. 8, 1934. Iva G. Marriner (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

No. 150072 Due Aug. 5, 1934
Exhibit No. 18: $114.50 Princess Anne, Md. May 5, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset, Princess Anne, Maryland, or order, One hundred and fourteen 50/100 Dollars, at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

L. Paul Marriner
Iva G. Marriner

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Exhibit No. 19: No. 150875 $100.00 Princess Anne, Md. June 12, 1934.

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, One Hundred and 00/100 Dollars, at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Virgil C. Marriner (SEAL)

Due Sept. 12, 1934 Letha V. Marriner (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF

Notary Public NOTARY

Exhibit No. 20: $64.87 Princess Anne, Md. May 31, 1934

Three months after date, for value received, jointly and severally promise to pay to the Bank of Somerset, of Princess Anne, Maryland, or order, Sixty-four and 87/100 Dollars at the Bank of Somerset, of Princess Anne, Maryland. The benefit of all exemption laws of the State of Maryland, or any other State on this debt or on any judgments obtained on this note is waived. And I/We hereby authorize and empower any Attorney of record to appear for Me/Us in any Court of Law or Equity, or before any Justice of the Peace at any time after maturity, confess judgment and forthwith issue execution thereon, for the amount thereof, debt, interest, costs, including an Attorney's fee of ten per cent. for collection, without summons or process. The makers and endorsers of this obligation waive demand, protest and notice of protest thereon.

WITNESS: Virgil C. Marriner (SEAL)

No. 150603 Due Aug. 31, 1934 Letha V. Marriner (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I HEREUNTO subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF

Notary Public NOTARY

Exhibit No. 21: $38.00 R.F.D. #1 Pr. Anne, Md. June 14, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, Thirty eight 00/100 Dollars, at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hefeof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of the holder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: Harold Townsend (SEAL)

No. 151264 Due Sept. 14, 1934. Essie Townsend (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 8th day of March, 1937.

Eunice Pilchard SEAL OF

Notary Public NOTARY

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

TO Virgil C. Marriner, Elton W. Marriner, Leroy F. Marriner, Essie L. Marriner Townsend, Mary E. Marriner, Vivian Pearl Marriner Martin of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED That, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in April next to answer the complaint of The Somerset Mortgage and Certificates Corporation, a body corporate against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March Anno Domini 1937 ISSUED the 12th day of March, Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Virgil C. Marriner and LeRoy F. Marriner, Administrators of Francis W. Marriner deceased of SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in April next to answer the complaint of The Somerset Mortgage and Certificates Corporation, a body corporate, against you & others, in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March, Anno Domini 1937 ISSUED the 12th day of March, Anno Domini 1937

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Clayton T. Marriner, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in April next to answer the complaint of The Somerset Mortgage and Certificates Corporation, a body corporate, against you & others, in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March Anno Domini 1937 ISSUED the 12th day of March, Anno Domini 1937

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in April, in the year nineteen hundred and thirty-seven, 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 two first writs aforesaid was, in form aforesaid delivered for service, and the Sheriff of Baltimore City, Joseph C. Deegan, 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: Summoned severally & copy left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

To the second of said writs: Summoned severally & copy left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

To the third of said writs: Summoned and a copy of the Process left with the defendant.

Brozoski Joseph C. Deegan

3/15/37 Sheriff

And thereafter, to wit, on the fourteenth day of September, in the year nineteen hundred and thirty-seven, the following decree pro confesso and order to take testimony was filed, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland.	)	
	)	No. 5019 Chancery
vs.	)	Circuit Court for
	)	Somerset County,
Clayton T. Marriner, Virgil C. Marriner, Elton W. Marriner, Leroy F. Marriner, Essie L. Marriner Townsend, Mary E. Marriner and Vivian Pearl Marriner Martin	)	Maryland.
	)	
	)	

The defendants, Clayton T. Marriner, Virgil C. Marriner, Elton W. Marriner, Leroy F. Marriner, Essie L. Marriner Townsend, Mary E. Marriner and Vivian Pearl Marriner Martin, having been duly summoned to appear to the bill of complaint and having failed to appear thereto and answer said bill.

It is thereupon this 13th day of September, nineteen hundred and thirty-seven, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that said billof complaint be and the same is hereby taken pro confesso against said defendant.

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

James M. Crockett, Judge.

And thereafter to wit, on the fourteenth day of September, in the year nineteen hundred and thirty-seven, the following decree pro confesso and order to take testimony was filed, to wit:

The Somerset Mortgage and Certificates Corporation, a body corporate under the laws of the State of Maryland.	)	
	)	No. 5019 Chancery
vs.	)	In the Circuit Court
	)	for Somerset County,
Virgil C. Marriner and Leroy F. Marriner, administrators of Francis W. Marriner, deceased.	)	Maryland.
	)	
	)	

The defendants, Virgil C. Marriner and Leroy F. Marriner, administrators of Francis W. Marriner, deceased, having been duly summoned to appear to the bill of complaint and having failed

to appear thereto and answer said bill.

It is thereupon this 13th day of September, nineteen hundred and thirty-seven, by the Circuit Court for Somerset County in Equity, adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants.

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

James M. Crockett, Judge.

And afterwards, to wit, on the twenty-fifth day of September, in the year nineteen hundred and thirty-seven, 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 and Certificates Corporation etc.	)	No. 5019 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County,
Clayton T. Marriner, et als.	)	In Equity.

In the above entitled cause, an order having been passed for the taking of testimony in support of the allegations of the bill of complaint, I, Harry C. Dashiell, a standing Examiner of said Court, duly qualified, do hereby certify that at my law office in Princess Anne, Maryland, on Friday, the nineteenth day of September, nineteen hundred and thirty seven, at the hour of three o'clock P. M., I did take the following depositions, that is to say:

Florence E. Dryden, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Florence E. Dryden; age 27 years; residence Princess Anne, Md. occupation Deputy Register of Wills for Somerset County.

Int. 2 As Deputy Register of Wills do you have in your possession records of the office of the Register of Wills for Somerset County showing administration of the estate of Frank W. Marriner and if so, please state what these records show as to the solvency of this estate?

Ans. I have the custody of those records. The total assets of the estate as shown by the inventory amount to $1266.00 and the total amount of claims proved against the estate if $4798.95.

Int. 3 When was the administration begun?

Ans. March 9, 1937 when the bond was filed and approved by the Court.

Int. 4 Have the administrators passed any account or made any distribution?

Ans. No.

Int. 5 Has thee been any list of separate debts filed or a report of any cash in bank?

Ans. No. The only assets reported are the inventory of goods and chattels.

The plaintiff here files with Examiner to be used as evidence in this case certified copy of letters of administration issued to the defendants Virgil C. Marriner and LeRoy F. Marriner, on the estate of Francis W. Marriner, marked Plaintiff's Exhibit "A".

Court question and answer:

"No".

Test: Harry C. Dashiell, Exmr. Florence E. Dryden.

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.

Int. 2 Did you know Francis W. Marriner in his life time and about when did he die?

Ans. In February, 1937.

Int. 3 What position do you hold with the plaintiff corporation.

Ans. I am Treasurer and Vice President of the Somerset Mortgage & Certificates Corporation.

Int. 4 At the time of his death was Francis W. Marriner indebted to the Somerset Mortgage and Certificates Corporation and if so, to what extent and will you produce the evidence of the indebtedness?

Ans. Mr. Marriner was indebted to the plaintiff at the time of his death on the twenty one promissory notes filed with the bill of complaint as exhibits 1 to 21. Also on two other notes, one of which we discovered since the bill of complaint was filed and the other a mortgage note which was in process of foreclosure when the bill was filed in this case.

Int. 5 Can you identify the signature of Francis W. Marriner.

Ans. Yes,sir. I have been familiar with it in banking practice for thirty years.

Int. 6 Can you identify the signature of Mr. Marriner to the 21 notes filed with the bill of complaint and the two additional notes you have mentioned?

Ans. Mr. Marriner's signature appears as maker on the face of exhibits 1, 2 and 3 and as endorser on the back of exhibits 4 to 21 inclusive. Mr. Marriner also is maker of the note dated July 14, 1934, payable to the order of the Bank of Somerset three months after date for the sum of $82.00, balance due on this note is $67.00 with interest from Octo. 19, 1936. Mr. Marriner is also indebted to the mortgage company on a mortgage note dated Jany. 1, 1921, payable one year after date, to the order of the Bank of Somerset and assigned by said Bank of Somerset to the Somerset Mortgage & Certificates Corporation. After foreclosing the mortgage which secured this note we credited the note with the proceeds of this sale on April 6, 1937, which left a balance due on the mortgage debt of $1468.66, with interest from said last named date.

The plaintiff here files with Examiner to be used as evidence in this case the two notes last mentioned and described by the witness, marked respectively Exhibits 22 and 23.

Int. 7 Will you look at the 21 exhibits filed with the bill of complaint and give us the amount due on each of these exhibits by numbers?

Ans. No. 1 $449.00 and interest from Jany. 3, 1936; No. 2 $374. int. from Feby. 25, 1936; No. 3 $122.22 and interest from Jany 4, 1937. No. 4 $10.40 and interest from Nov. 10, 1936; No. 5 $61.25 and int. from Feby 13, 1937; No. 6 $8.75 int. from Dec. 19, 1936; No. 7 $4.46 int. from Feby 20, 1937; No. 8 $42.50 and int. from Feby 26, 1937; No. 9 $49.50 and interest from Feby 18, 1937; No. 10 $191.00 int. from April 11, 1936; No. 11 $321.00 and int. from Jany 31, 1936; No. 12 $291.00 int. from Mch. 26, 1936; No. 13 $140.00 int. from July 28, 1936; No. 14 $288. int. from July 21, 1936; No. 15 $70.80 int. from Dec. 16, 1936; No. 16 $17.25 int. Jany 23, 1937; No. 17 $49.00 int. July 12, 1936, No. 18 $107.80 int. from Sept. 10, 1935; No. 19 $82.00 int. Dec. 19, 1935; No. 20 $31.25 int. Feby 18, 1937 and No. 21 $24.00 int. from Jany. 15, 1937.

Int. 8 All of the notes which you have mentioned evidenced by Exhibits 1 to 23 inc. were payable originally to the Bank of Somerset, how does the plaintiff hold them now.

Ans. They were each and every one assigned to the plaintiff by the Bank of Somerset for a valuable consideration in the re-organization of the Bank of Somerset.

Court question and answer:

"No".

Test: Harry C. Dashiell, Exmr. Wm. B. Spiva

Taking testimony continued September 24, 1937:

Virgil C. Marriner, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Virgil C. Marriner; age 43 years; residence East Princess Anne District; occupation merchant.

Int. 2 Did you know Francis W. Marriner? If dead when did he die? Did he leave a will and who are his heirs at law?

Ans. I did know Francis W. Marriner? He was my father. He died Feby. 27, 1937. He left no will

and his wife died before he did. His only heirs at law are four sons, viz: Clayton T. Marriner, Elton W. Marriner, LeRoy F. Marriner and myself, and three daughters, Essie L. Marriner Townsend, Mary E. Marriner and Vivian Pearl Marriner Martih. Mary E. Marriner since the beginning of this suit, married Allen Long. All of these heirs at law are of full age and all reside in Somerset County, except Clayton Marriner who lives in Baltimore County, Maryland.

Int. 3 You and your brother Leroy are Administrators of your father's estate, can you tell me about what the total assets of the personal estate will amount to.

Ans. I think it is around $2000.00. I can get it for you exactly.

Int. 4 What real estate did your father own at the time of his death?

Ans. He owned the farm where I live and that has been sold under a mortgage foreclosure. He also owned the farm where he lived, on the Salisbury-Pocomoke road. It contained about 224 acres, of which 100 acres about is wood land the and the rest cleared. One part of the tract contains some good marketable trees and the other portion which was cut about 17 years ago, is growing up in young growth. The cleared land is good quality land. The farm is improved by a eight room dwelling, part of which was built about 17 years ago and is ingood condition. The old part needs shingling and a porch. There is also a right good barn, well equipped cow barn attached. There other outbuildings, granary, sheds, corn house, garage and chicken houses. It is on the west side of the county road and it adjoins lands of C. L. West,on the south Somerset Mortgage Co. on the north, L. Paul Marriner on West. The tax ditch runs right through it. The old home part is on the west side of the ditch. It came to my father from his father, William Marriner. The part on the east side of the ditch was purchased by my father afterwards. The whole farm ought to be worth $5500.00.

Court question and answer:

"No".

Test: Harry C. Dashiell, Exmr. Virgil C. Marriner

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 twenty fourth day of September, nineteen hundred and thirty seven.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of Costs:

Harry C. Dashiell	Examiner	$4.00
Florence E. Dryden	Witness	.75
		$4.75

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

Maryland, Sc.

The State of Maryland,

To all Persons to whom these presents shall come, Greeting:

Official Seal

Know ye that Administration of all the goods, chattels and credits of Frank W. Marriner late of Somerset County, deceased, is hereby granted and committed unto Virgil C. Marriner and Leroy F. Marriner, the Administrators.

Witness: Charles W. Goldsborough, Esq., Chief Judge of the Orphans' Court for Somerset County, this 9th day of March Anno Domini 1937.

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

STATE OF MARYLAND, SOMERSET COUNTY, SS:

I, Florence E. Dryden, Register of Wills and by law keeper of the Seal and of the Records

and of the Original Papers of the Orphan's Court of Somerset County, DO HEREBY CERTIFY that the foregoing is a true and full copy of the letters of administration granted unto Virgil C. Marriner and Leroy F. Marriner, administrators on the estate of Frank W. Marriner, late of said county, deceased, taken from the original now on file and the same being one of the Records kept in the office of the Register of Wills for Somerset County.

SEAL OF COURT — In Testimony whereof, I hereunto subscribe my name and affix the seal of said Court, this seventeenth day of September, in the year of our Lord, nineteen hundred and thirty-seven.

Florence E. Dryden
Register of Wills for Somerset County.

Exhibit No. 23: $82.00 — Princess Anne, Md. July 14, 1934

Three months after date for value received, I/We jointly and severally promise to pay to Bank of Somerset or order, Eighty two Dollars at the Bank of Somerset, Princess Anne, Maryland, and hereby waive the benefit of all statutory exemptions from execution as to the debt evidenced by this note, and if default shall be made in the payment hereof at maturity, hereby promise to pay ten per cent. additional as a collection fee, and hereby authorize and empower any Justice of the Peace of the State of Maryland, in and for Somerset County, or of any other County, or the Clerk of the Circuit Court for Somerset County, or of any other County, in the State of Maryland, at any time after the maturity of this obligation, to enter judgment thereon by confession against Me/Us in favor of theholder of this obligation, for whatever amount may be due thereon, principal and accrued interest, and costs of suit, with ten per cent. collection charges on the amount then due. The makers and endorsers of this obligation waive demand, protest and notice of non-payment.

WITNESS: F. W. Marriner (SEAL)

No. 151819 Due Oct. 14, 1934

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 9th day of April, 1937.

Eunice Pilchard — SEAL OF NOTARY
Notary Public

Exhibit No. 23: $3000.00 — January 1, 1921

Secured by mortgage of even date herewith, and for value received, One year after date, we promise to pay to the order of "Bank of Somerset", a body corporate, Three Thousand Dollars (money advanced by the Bank of Somerset and paid as a part of the purchase money for the property conveyed by said mortgage), with interest from date payable semi-annually from date, and we hereby waive the benefit of all statutory exemptions as to the debt evidenced by this note.

Witness our hands and seals.

Witness: F. W. Marriner (SEAL)
Samuel H. Sudler — Sarah P. Marriner (SEAL)

$.30 Documentary stamps.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing in Princess Anne, personally appeared Wm. B. Spiva, Vice-President and Treasurer of The Somerset Mortgage and Certificates Corporation, and made oath in

due form of law that the annexed note as stated is just and true, and to the best of his knowledge and belief no part or parcel of same has been directly or indirectly paid, satisfied or secured, except that which has been endorsed thereon.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my Notarial Seal this 7th day of April, 1937.

Eunice Pilchard SEAL OF
Notary Public NOTARY

Balance due 4/7/37 $1.175.06
Int. on $3,000 from 8/20/35 to 4/6/37
Int. on bal. $1,175.06 from 4/6/37

And thereafter to wit, on the twenty-second day of October, in the year nineteen hundred and thirty-seven, the Circuit Court here passed the following decree in the premises, to wit:

The Somerset Mortgage and Certificates Corporation	)	No. 5019 Chancery
vs.	)	Circuit Court for
Virgil C. Marriner, et al	)	Somerset County, Maryland.
	)	

The Above Cause Standing Ready for Hearing and having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 22nd day of October in the year nineteen hundred and thirty-seven, by the Circuit Court for said Somerset County ADJUDGED, ORDERED, AND DECREED, That the property in the proceedings mentioned be sold, and that George H. Myers of said Somerset County be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a private surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eleven Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in said Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one third cash on day of sale, one third within one year from said date, and the balance within two years from said date, the credit portions, if any, to bear interest from day of sale, and to be secured to the satisfaction of said trustee, or all cash at the option of the purchaser or purchasers; and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their 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 said Trustee shall give notice to all creditors of Francis W. Marriner, deceased, to filed their claims duly authenticated with the Clerk of the Circuit Court for said Somerset County within thirty days from said day of 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 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 Eleven 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 sixth day of October, nineteen hundred and thirty-seven.

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. Virgil C. Marriner, et al, now pending in said Court, the same being No. 5019 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)

Eunice Pilchard
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 seventh day of December, 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:

The Somerset Mortgage and Certificates Corporation	)	No. 5019 Chancery
	)	Circuit Court for
vs.	)	Somerset County,
Virgil C. Marriner, et al	)	Maryland.
	)	

To the Honorable, the Judge of said Court:

The report of George H. Myers, Trustee, appointed by decree of this Honorable Court passed in the above cause to make sale of the real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful discharge of the trust reposed in him by said decree and after having given notice of the time, place, manner and terms of sale by advertisement in The Somerset News, a weekly newspaper printed and published in said Somerset County, once in each of three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on Tuesday, November thirtieth, nineteen hundred and thirty-seven, at the hour of two o'clock P. M., and did then and there proceed to sell said property.

That is to say, your Trustee offered for sale by public auction the property mentioned in said decree and in said advertisement the same being all those two lots of land constituting together thehome farm of Francis W. Marriner in Dublin Election District in said Somerset County whereon the said Marriner resided in his life time and at the time of his death and particularly described as follows:

FIRST: All that lot or parcel of land which was devised to the said Francis W. Marriner by the will of his father, William T. Marriner and acquired by purchase or exchange from Paul Marriner contained within the following metes and bounds, courses and distances: Beginning at a post on the west bank of the Tax Ditch indicated by the letter "A" on the plat hereto attached as part hereof designated Plat No. 1, from thence running with a line of the Gibbons land north

83½ degrees west 66¼ rods, thence south 71 degrees west 10 rods, north 38½ degrees west 33 rods, north 86 degrees west 11 rods to the end of the partition line made by the said Frank W. Marriner and Paul Marriner at a stone, thence reversing the said line south 4 degrees west 30 rods to a road by the field, thence through the field south 4½ degrees west 24.84 rods, south 6½ degrees west 22.50 rods to a wild cherry stump at a bend of the ditch, thence with the said ditch south 25 degrees east 30.52 rods to the outline of the said William T. Marriner land, thence with the said outline north 63½ degrees east 10.40 rods south 80 degrees east 30 rods north 77½ degrees east 7 rods to a cedar post on the ditch bank, thence with Cyrus L. West's land formerly the Sydney Parsons land south 81½ degrees east 20.40 rods to a post to be placed, thence south 31½ degrees east 23½ rods to a post to be placed, thence south 86¼ degrees east 53.60 rods to the tax ditch, thence up, by and with the said ditch to the beginning as follows: North 24½ degrees west 22 rods, North 8¼ degrees west 12 rods north 3¼ degrees east twenty three and one-half rods, north 26 degrees west five and four-tenths rods north 32½ degrees west 11½ rods to the lane bridge, thence north 30½ degrees west 4.60 rods, north 10 degrees west 19 rods north 15½ degrees west 24.80 rods to the beginning, containing 99 acres of land, more or less.

SECOND: All that tract of land which was conveyed to the said Frank W. Marriner by deed from H. L. D. Stanford, Trustee, adjoining the forementioned and described tract, and lying and binding on the county road leading from Perryhawkin to Friendship Church, contained within the following metes, bounds, courses and distances, to-wit:

Beginning at a point where formerly stood a marked white gum tree by a white oak stump, the beginning bounder for the said tract of land shown on the plat designated as Plat No. 2, hereto attached as part hereof, by the letter "A"; from thence running south 58 degrees east 83.50 rods; thence south 7 degrees west 52.50 rods part the way with the county road; thence with the said road south 8 degrees 30 minutes west 17.50 rods; south 5 degrees 30 minutes west 149.80 rods to a corner of Cyrus L. West's land; thence with same north 69 degrees 30 minutes west 34.80 rods; north 86¼ degrees west 33 rods to the center of the tax ditch; thence up by and with the said ditch north 24½ degrees west 22 rods; north 8¼ degrees west 12 rods; north 3¼ degrees east 23.50 rods; north 26 degrees west 5.40 rods; north 32½ degrees west 11.50 rods to the lane bridge near the dwelling; thence continuing up the said ditch north 30½ degrees west 4.60 rods; north 11 degrees west 20.50 rods; north 15 3/4 degrees west 22.40 rods; north 20 degrees west 7.50 rods; north 20½ degrees east 7 rods; north 44½ degrees east 17.60 rods; north 23 degrees east 12.40 rods; north 48½ degrees east 10.25 rods; north 23 3/4 degrees east 14 rods; north 49 3/4 degrees east 7.50 rods; north 41¼ degrees east 8 rods; north 43 3/4 degrees east 7.50 rods; north 8¼ degrees east 5.40 rods; north 20 degrees west 5.60 rods; north 31½ degrees west 10.60 rods; north 10 degrees west 5 rods; north 2 degrees east 8 rods; north 22¼ degrees east 9.32 rods; north 12½ degrees east 5.60 rods; north 21 degrees west 6.64 rods; north 7¼ degrees west 10 rods to the west side of the road leading to the Bounds land; thence with the west side of the said road south 76¼ degrees east 12 rods; thence south 20¼ degrees west 3 rods to the beginning, containing 131.96 acres, more or less.

And sold the same to The Somerset Mortgage and Certificates Corporation at and for the sum of thirty nine hundred dollars, and the said purchaser has complied with the terms of said sale by paying five hundred dollars in cash and has agreed to pay the balance of said purchase price upon ratification of said sale by this Court.

Respectfully submitted,

Geo. H. Myers

Trustee

State of Maryland, Somerset County, to-wit:

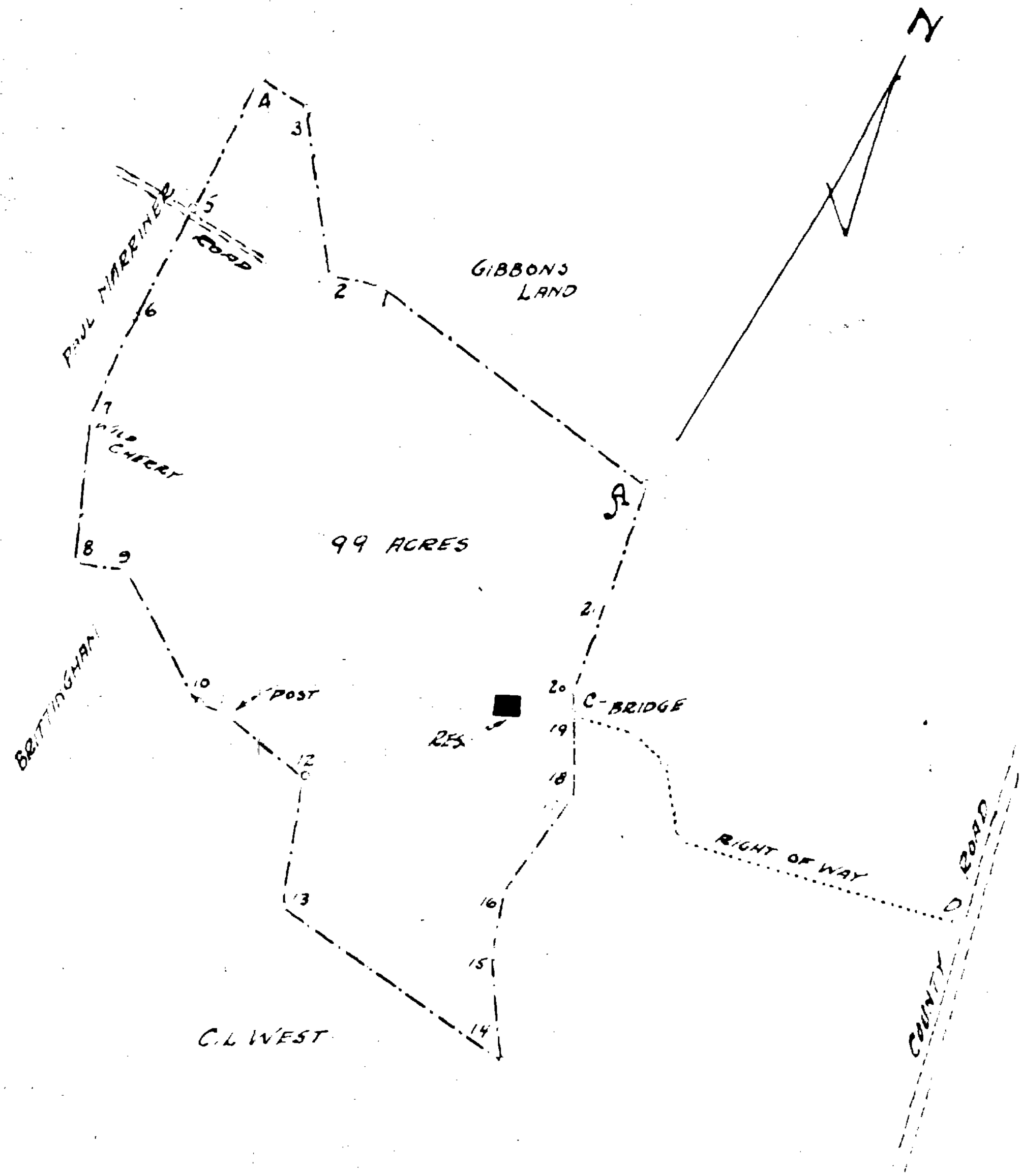
On this 7th day of December, nineteen hundred and thirty-seven, personally appeared before me, Clerk of the Circuit Court of the State of Maryland, in and for Somerset County, George H.

Myers, Trustee named in the above report of sale, and made oath in due form of law that the matter and things stated in the aforegoing 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.

Plat No. 1 & 2

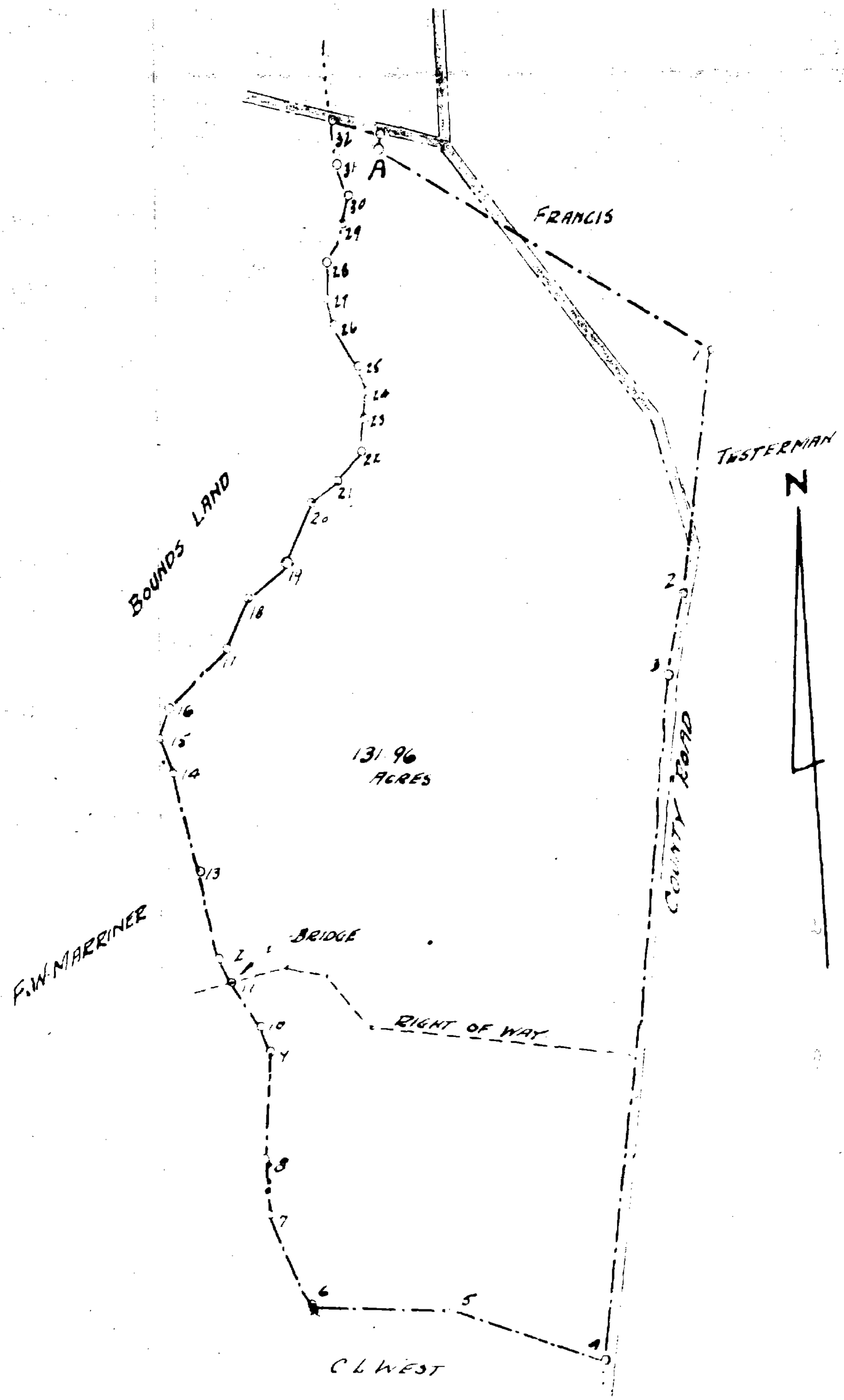


PLAT OF THE
FRANK W. MARRINER
HOME FARM.
DUBLIN ELECTION DIST.

DATE 10-30-37	SCALE 30 R = 1"
DRAWN S F M	

SAMUEL F MILES
SURVEYOR FOR SOMERSET COUNTY

Plat #1



FRANK W. MARRINER'S
HARGIS LAND

DUBLIN ELECTION DIST

DATE 10-30-37	SCALE 30 R = 1"
DRAWN - SFM	

SAMUEL F. MILES

SURVEYOR FOR SOMERSET Co.

Plat #1

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

The Somerset Mortgage and Certificates Corporation	)	No. 5019 Chancery
	)	Circuit Court for
vs.	)	Somerset County, Maryland.
Virgil C. Marriner, et al	)	

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 seventh day of January, 1938, 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 6th day of January, 1938.

The report states the amount of sales to be $3900.00.

J. Millard Tawes, Clerk.

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

ORDERED BY THE COURT, This tenth day of January, nineteen hundred and thirty-eight, 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.

Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams and Elbridge B. Williams, her husband, Robert H. Northam and Loma D. Northam, his wife, Ella F. Ardis and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband

vs.

Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, and Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased.

Be it remembered that heretofore, to wit, on the fourteenth day of December, in the year nineteen hundred and thirty-six, a certain Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams and Elbridge B. Williams, her husband, Robert H. Northam and Loma D. Northam, his wife, Ella F. Ardis and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband, by Godfrey Child, their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, and Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased, which said bill of complaint is in the words following, to wit:

Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams, and Elbridge B. Williams, her husband, Robert H. Northam and Loma D. Northam, his wife, Ella F. Ardis and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband	In the Circuit Court for Somerset County, Maryland.
vs.	In Equity
Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, and Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased	No. 4967 Chancery

To the Honorable, the Judges of said Court:

Your Orators, complaining, say:

THAT Arthur H. Northam, late of Worcester County, Maryland, deceased, was, in his lifetime, seized and possessed in fee simple of a farm or tract of land, together with the buildings and improvements thereon, lying and being situate in Princess Anne Election District of Somerset County, Maryland, it being all and the same tract or parcel of land, together with the buildings and improvements thereon, which was conveyed to the said Arthur H. Northam from Annie G. Cannon, single, by deed dated February 12, 1934, and of record among the land records of Somerset County, Maryland, in Liber J. M. T. No. 105 folios 532, and described therein in three parcels, as follows:

FIRST: All that tract of land situated in East Princess Anne Election District of Somerset County, Maryland, near the town of Eden, and lying and binding on the County road leading from Eden to Back Bone School House, containing seventeen acres, three roods and three square poles of land, more or less.

SECOND: All that lot of ground situated as aforesaid, adjoining the lands above described, containing fifteen and twenty-seven one-hundredths (15-27/100) acres of land, more or less.

THIRD: All that lot of ground situated as aforesaid, adjoining the tracts of land above described, containing four and three tenths (4-3/10) acres of land, more or less.

and being the same land conveyed to Annie G. Cannon by L. Atwood Bennett, Assignee, by deed dated

November 9, 1932, and filed for record among the land records of Somerset County, Maryland, in Liber J. M. T. No. _____ at folio _____ etc., a certified copy of the said deed to the said Arthur H. Northam being filed herewith and made a part hereof, and marked "Plaintiffs' Exhibit A".

THAT being so seized and possessed, the said Arthur H. Northam departed this life during the year nineteen hundred and thirty-six, intestate, leaving no widow surviving him, but the following children, to whom as his heirs at law, the said lands descended, viz:

(a) Your Orators, Harvey L. Northam (son of the said Arthur H. Northam) and Georgia B. Northam, his wife, both of whom are of full age and are residents of Worcester County, Maryland.

(b) Your Orators, Annie K. Williams, (daughter of the said Arthur H. Northam) and Elbridge B. Williams, her husband, both of whom are of full legal age and are residents of Worcester County, Maryland.

(c) Your Orators, Robert H. Northam (son of the said Arthur H. Northam) and Loma D. Northam, his wife, both of whom are of full age and are residents of Worcester County, Maryland.

(d) Your Orators, Ella F. Ardis (daughter of the said Arthur H. Northam) and Herman J. Ardis, her husband, both of whom are of full age and are residents of Worcester County, Maryland.

(e) Your Orators, Samuel L. Northam (son of the said Arthur H. Northam) and Savilla Northam, his wife, both of whom are of full age and are residents of the City of Hopeton and State of Virginia.

(f) Your Orators, Bessie P. Shreeves (a daughter of the said Arthur H. Northam) and Upshur Shreeves, her husband, both of whom are of full age and are residents of the City of Hopkins and State of Virginia.

(g) The Defendants, Alfred J. Northam (a son of the said Arthur H. Northam) and Inez Northam, his wife, both of whom are of full legal age and are residents of the City of Wilmington and State of Delaware.

(h) The Defendants, Benjamin D. Northam (a son of the said Arthur H. Northam) and Madge Northam, his wife, both of whom are of full age, and are residents of the City of New York and State of New York.

(i) The Defendants, Mae N. Paradise (a daughter of the said Arthur H. Northam) and J. Fred Paradise, her husband, both of whom are of full age and are residents of the City of Baltimore and State of Maryland.

(j) The Defendants, A. Floyd Northam (a son of the said Arthur H. Northam) and Rae Northam, his wife, both of whom are of full age, and are residents of the City of Miami Beach and State of Florida.

THAT the Defendant, Willard J. Stevenson, has been appointed by the Orphans' Court for Worcester County, Maryland, and has qualified and is now acting as Administrator of the goods, chattels and personal estate of the said Arthur H. Northam.

THAT the said real estate, being the property of which the said Arthur H. Northam died seized and possessed, as aforesaid, consists of a farm, improved by a dwelling house and other outbuildings, and is non susceptible of partition without material loss and injury to the parties entitled to interests therein,as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds therefrom divided amongst the parties according to their several interests.

TO THE END, THEREFORE,

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

(b) That the proceeds of said sale may be distributed amongst the parties to this proceeding according to their respective rights and interests.

(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 Mae N. Paradise and J. Fred Paradise, her husband, both adults and residing in the City of Baltimore and State of Maryland, and to Willard J. Stevenson, Administrators of the goods, chattels and personal estate of Arthur H. Northam, deceased, an adult, residing in Worcester County, and State of Maryland, commanding them and each of them to be and appear, either in person or by solicitor, in this Court, at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein; and the order of publication, giving notice to the said absent Defendants, Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, and A. Floyd Northam and Rae Northam, his wife, all adults, and all non-residents of the State of Maryland, of the object and substance of this Bill, and warning them to be and appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed, as prayed.

AND as in duty bound, etc.

Godfrey Child
Solicitor for Complainants

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

THIS DEED, Made 12th day of February, in the year Nineteen Hundred and thirty-four by Annie G. Cannon, single, of Wicomico County, and State of Maryland, witnesseth: That for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable considerations thereto moving, I, the said Annie G. Cannon, single, do hereby grant and convey unto Arthur H. Northam, of Worcester County, and State of Maryland, his heirs and assigns, all the following property.

First: All that tract of land situated in East Princess AnneElection District, of Somerset County, State of Maryland, near the Town of Eden, and lying and binding upon the County Road leading from Eden to Back Bone School-house, containing seventeen (17) acres, three (3) roods and three (3) square poles of land, more or less, and

Second: All that lot of ground situated as aforesaid, adjoining the lands above described, containing fifteen and twenty-seven one-hundredths (15.27) acres of land, more or less, and

Third: All that lot of ground situated as aforesaid, adjoining tracts of land above described, containing four and three-tenths (4.3) acres of land, more or less.

And being the same land conveyed to Annie G. Cannon by L. Atwood Bennett, Assignee by deed dated November 9th, 1932, and filed for record among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. folio and reference to which said deed and all preceding deeds for said property together with all references therein contained is hereby referred to and made a part hereof for the purpose of a more definite description of the land hereby conveyed as if the same were herein fully set forth.

Together with the improvements thereon and the rights and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above granted and described property unto Arthur H. Northam, his heirs and assigns, forever in fee simple.

And the said grantor does hereby covenant that she will warrant specially the title to the property hereby conveyed and that she will execute such other and further assurances for said property as may be requisite.

As witness my hand and seal this the day and year first above written.

Test: J. Asbury Holloway Annie G. Cannon (SEAL)

State of Maryland, Wicomico County, to wit:

I hereby certify, that on this 12th day of February, in the year Nineteen Hundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico

County aforesaid, personally appeared Annie G. Cannon, single, and acknowledged the foregoing deed to be her act and deed.

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

$1.50 Revenue Stamp | Seal of Notary | J. Asbury Holloway, Notary Public

Received for Record February 21st, 1934, and recorded in Liber J. M. T. No. 105, folio 532, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, do hereby certify that the foregoing Deed is truly and correctly copied from Liber J. M. T. No. 105, folio 532, 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 16th day of December, 1936.

J. Millard Tawes, Clerk.

And thereafter, to wit, on the fourteenth day of December, in the year nineteen hundred and thirty-six, the following answers were filed, to wit:

Answer of Mae N. Paradise and J. Fred Paradise:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Answer of Mae N. Paradise and J. Fred Paradise, her husband, to the Bill of Complaint against them and others in the above case filed:

These Defendants admit the matters and facts set forth in said Bill of Complaint, and consent to the passage of such decree as the Court may consider just and proper, waiving all delays required by the rules of Court or otherwise.

Witness: G. Bishop King

Mae N. Paradise

J. Fred Paradise

Answer of Alfred J. & Inez Northam:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Answer of Alfred J. Northam and Inez Northam, his wife, to the Bill of Complaint against them and others in the above case filed:

These Defendants admit the matters and facts set forth in said Bill of Complaint, and consent to the passage of such decree as the Court may consider just and proper, waiving alldelays required by the rules of Court or otherwise.

Witness: P. M. Hayden.

A. J. Northam

Inez Northam

Answer of Benjamin D. Northam and Madge M. Northam:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity.
Alfred J. Northam and Inez Northam, his wife, et al.	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Answer of Benjamin D. Northam and Madge Northam, his wife, to the Bill of Complaint against them and others in the above case filed:

These Defendants admit the matters and facts set forth in said Bill of Complaint, and consent to the passage of such decree as the Court may consider just and proper, waiving all delays required by the rules of Court or otherwise.

Witness:_____ Benj. D. Northam

Madge M. Northam.

And thereafter to wit, on the sixteenth day of December, in the year nineteen hundred and thirty-six, the following answer was filed, to wit:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity.
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Answer of Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased, one of the Defendants in the above entitled case, to the Bill of Complaint against him and others in this cause exhibited.

This Defendant admits the matters and facts set forth in said Bill of Complaint, and consents to the passage of such decree as the Court may consider just and proper, waiving all delays required by the rules of Court or otherwise.

Witness: Lolita R. Smith. Willard J. Stevenson

Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased.

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:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

The object of this suit is to procure the sale of certain real estate situate in Princess Anne Election District of Somerset County, Maryland, of which a certain Arthur H. Northam, late of Worcester County, Maryland, died seized and possessed.

The Bill alleges that the said Arthur H. Northam, being so seized and possessed, died in the year nineteen hundred and thirty-six, intestate, and left surviving him no widow, but the following named children as his heirs at law:

(a) Harvey L. Northam, a son, who intermarried with Georgia B. Northam, both of whom are adults, and reside in Worcester County, Maryland.

(b) Annie K. Williams, a daughter, who intermarried with Elbridge B. Williams, both of whom are adults, and reside in Worcester County, Maryland.

(c) Robert H. Northam, a son, who intermarried with Loma D. Northam, both of whom are adults, and reside in Worcester County, Maryland.

(d) Ella F. Ardis, a daughter, who intermarried with Herman J. Ardis, both of whom are adults, and reside in the County of Worcester, State of Maryland.

(e) Samuel L. Northam, a son, who intermarried with Savilla Northam, both of whom are adults, and reside in the City of Hopeton and State of Virginia.

(f) Bessie P. Shreeves, a daughter, who intermarried with Upshur Shreeves, both of whom are adults, and reside in the City of Hopkins and State of Virginia.

(g) Alfred J. Northam, a son, who intermarried with Inez Northam, both of whom are adults, and reside in the City of Wilmington and State of Delaware.

(h) Benjamin D. Northam, a son, who intermarried with Madge Northam, both of whom are adults, and reside in the City of New York and State of New York.

(i) Mae N. Paradise, a daughter, who intermarried with J. Fred Paradise, both of whom are adults, and reside in the City of Baltimore, and State of Maryland.

(j) A. Floyd Northam, a son, who intermarried with Rae Northam, both of whom are adults, and reside in the City of Miami Beach and State of Florida.

THAT Willard J. Stevenson, of Worcester County, Maryland, has been appointed by the Orphans' Court for said Worcester County, as Administrator of the goods, chattels and personal estate of the said Arthur H. Northam, and has qualified and is now acting as such.

THAT the said real estate is now susceptible of partition without material loss and injury to the parties entitled to interests therein, as above stated, and that, in order to make division of said interest, it will be necessary that the said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

AND, to that end, that a decree may be passed for the sale of said real estate,

IT IS, THEREUPON, this 17th day of December, nineteen hundred and thirty-six, ordered by the Circuit Court for Somerset County, Maryland, in equity, that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper printed and published in said Somerset County, once in each of four successive weeks before the 22d day of January, 1937, give notice to the said absent Defendants of the object and substance of this Bill, and warning them to be and appear in this Court in person or by Solicitor, on or before the 15th day of February, 1937, 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 eleventh day of February, in the year nineteen hundred and thirty-seven, the following answer was filed, to wit:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity.
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Answer of A. Floyd Northam and Rae Northam, his wife, to the Bill of Complaint against them and others in the above case filed:

These Defendants admit the matters and facts set forth in said Bill of Complaint, and consent to the passage of such decree as the Court may consider just and proper, waiving all delays required by the rules of Court or otherwise.

WITNESS: A. Floyd Northam

Witness as to Rae Northam: Rae Northam

Godfrey Child

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

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
vs.	)	Somerset County, Maryland.
	)	In Equity.
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Petition of Harvey L. Northam and Georgia B. Northam, his wife, and the other Plaintiffs in the above entitled cause, respectfully represents:

THAT all of the Defendants in the above entitled case have answered, but that it is necessary that your Petitioners should take testimony to substantiate the allegations contained in their Bill of Complaint.

WHEREFORE YOUR Petitioners pray that they may be permitted to take testimony to support the allegations contained in their Bill of Complaint before one of the standing Examiners of this Court.

AND as in duty bound, etc.

Godfrey Child

Solicitor for Petitioners.

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

ORDER OF COURT

Upon the foregoing petition, it is, this 21st day of June, 1937, ordered by the Circuit Court for Somerset County, Maryland, sitting in equity, that leave be, and it is hereby granted to the Plaintiffs to take testimony to support the allegations contained in their Bill of Complaint before one of the standing Examiners of this Court.

James M. Crockett, Judge.

And afterwards, to wit, on the twenty-second day of June, in the year nineteen hundred and thirty-seven, 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:

Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams and Elbridge B. Williams, her husband, Robert D. Northam and Loma D. Northam, his wife, Ella F. Ardis and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband	)	In the Circuit Court for Somerset County, Maryland. In Equity. No. 4967 Chancery
vs.	)	
Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, and Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased.	)	

To the Honorable, The Judges of said Court:

I, Harry C. Dashiell, one of the standing Examiners in Chancery of the Circuit Court for Somerset County, Maryland, having been notified that the Plaintiffs in the above entitled cause desired to take testimony to substantiate the allegations contained in their Bill of Complaint in said cause filed, leave of this Honorable Court so to do having been first obtained, did accordingly attend, in Somerset County, Maryland, on the 21 st day of June, 1937, at five o'clock P. M., and did then and there proceed to take the following depositions, to wit:

WILLARD J. STEVENSON, a witness of lawful age produced on the part of the Plaintiffs, having been by me first duly sworn, deposes and says:

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

A-1 Willard J. Stevenson, age 56 years, residence Pocomoke City, Worcester County, Maryland, occupation, Cashier of the Pocomoke City National Bank.

Q-2 Did you know Arthur H. Northam, late of Worcester County, Maryland, deceased?

A-2 Yes, I was administrator of his estate.

Q-3 Are you acquainted with the parties to this suit?

A-3 Yes, I know all of the Plaintiffs and all of the Defendants.

Q-4 State, if you know, when the said Arthur H. Northam died, if he was married, whether or not his wife survived him, what children and descendants he left, whether or not they are now living, and their several names, ages and residences.

A-4 Arthur H. Northam died on the 25th day of July, 1936, intestate; his wife, Olivia T. Northam, died before the death of the said Arthur H. Northam. Arthur H. Northam died a resident of Worcester County, Maryland, and left the following ten children, all of whom are over twenty-one years of age, and all of whom are now living, who are his only descendants:

Harvey L. Northam, a son, whose wife's name is Georgia B. Northam;

Annie K. Williams, a daughter, whose husband's name is Elbridge B. Williams;

Robert H. Northam, whose wife's name is Loma D. Northam;

Ella F. Ardis, a daughter, whose husband's name is Herman J. Ardis;

A. Floyd Northam, a son, whose wife's name is Rae Northam;

all of whom live in Worcester County, Maryland;

Samuel L. Northam, a son whose wife's name is Savilla Northam, who live at Hopeton, Virginia;

Bessie P. Shreeves, a daughter, whose husband's name is Upshur Shreeves, who live at Hopkins, Virginia;

Alfred J. Northam, a son, whose wife's name is Inez Northam, who live at Wilmington, Delaware;

Benjamin D. Northam, a son, whose wife's name is Madge Northam, who live in New York City;

Mae N. Paradise, a daughter, whose Husband's name is J. Fred Paradise, who live in Baltimore City, Maryland.

Q-5 State, if you know, what real estate was owned by the said Arthur H. Northam and situate in Somerset County, Maryland, at the time of his death.

A-5 Arthur H. Northam owned only one tract or parcel of land situate in Somerset County, Maryland, at the time of his death, which was a small farm conveyed to him by Annie G.Cannon, single, by deed dated February 12, 1934, and of record among the land records of Somerset County, Maryland, in Liber J. M. T. No. 105 at folios 532, certified copy of which is filed with the Bill of Complaint, and marked "Plaintiffs' Exhibit A". This deed describes three parcels but they are all adjoining and contiguous, and form one tract of land.

Q-6 I now show you the Bill of Complaint, and a paper filed therewith, marked "Plaintiff's Exhibit A", and ask you if the said Bill of Complaint and Exhibit fully describe all the real estate of which Arthur H. Northam died seized and possessed and situate in Somerset County, Maryland.

A-6 Yes, all the property of which the said Arthur H. Northam died seized and possessed and situate in Somerset County Maryland is fully described in the Bill of Complaint and Exhibit.

EXAMINER'S NOTE:

The Plaintiffs now offer in evidence certified copy of deed to which the witness has referred, marked "Plaintiffs' Exhibit A", as filed with the Bill of Complaint, which is received and marked for identification "Examiner's Exhibit No. 1".

Q-7 Mr. Stevenson, can you describe this farm in some little detail, and give us your opinion of the value thereof?

A-7 It is on a road leading from Eden Station to Backbone Schoolhouse, about 300 yards from Eden Station. It has about 17 acres of wooded land, and 20 acres of cleared land, is improved by a seven-room frame, single-roofed dwelling house, and also by a barn and chicken house. I would say it was worth not less than $1,000.00, nor more than $1500.00.

Q-8 Is or not the said property susceptible of division among the parties entitled to interests therein without material loss and injury to them?

A-8 There is no way it could be divided among the several parties entitled to interests therein without material loss and injury to them, in my opinion.

Q-9 Would it or not be to the benefit and advantage of all the parties therein to sell the said property and divide the proceeds among them? State your reasons for such opinion as you have.

A-9 In my opinion it would be to the benefit and advantage of all the parties interested in said property to sell it and divide the proceeds among them, because there is no way it can be divided among the ten children, nor is there any way they can operate it profitably or in harmony.

EXAMINER'S INTERROGATORY: Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or any of them, or that may be material to the subject of your examination or the matters in question between the parties: If yea, state the matter fully and at large in your answer.

ANSWER TO EXAMINER'S INTERROGATORY: I know of nothing else.

Test: Willard J. Stevenson.

Harry C. Dashiell, Exmr.

ANNIE K. WILLIAMS, a witness of lawful age also produced on the part of the Plaintiffs, having been by me first duly sworn, deposes and says:

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

A-1 Annie K. Williams; I am over twenty-one years of age and reside in Pocomoke City, Worcester County, Maryland. I am a telephone operator.

Q-2 Are you acquainted with the parties to this suit?

A-2 Yes, myself and husband, and my brothers and sisters and their wives and husbands are the parties, and also Willard J. Stevenson, my father's administrator, and of course I know them all very well.

Q-3 Did you know Arthur H. Northam in his lifetime?

A-3 Yes, he was my father. He died on or about the 25th day of July, 1936, a resident of Worcester County, Maryland.

Q-4 Do you know the property mentioned and described in these proceedings? If yea, describe its quantify, quality, situatation and value.

A-4 I have examined the Bill of Complaint and the paper filed therewith marked "Plaintiffs' Exhibit A", and the Bill of Complaint and this Exhibit fully describe all the real estate of which my father, Arthur H. Northam, died seized and possessed, and situate in Somerset County, Maryland. I have seen the Somerset County farm, and know that it contains about seventeen acres of wood land and about twenty acres of cleared land, and is very near Eden Station, and is improved by a seven-room frame, shingle-roofed dwelling house, a barn and chicken house. It is now occupied by George L. Custis, and in my opinion it is worth not less than $1,000.00 nor more then $1,500.00.

Q-5 Is or not the said property susceptible of division among the parties owning interests therein without material loss and injury to them?

A-5 I know of no way it can be divided among the ten children without material loss and injury.

Q-6 Would it or not be to the benefit and advantage of the parties interested therein to sell the said property and divide the proceeds amongst them? State your reasons for such opinion as you may have?

A-6 In my opinion it would be to the benefit and advantage of the parties interested to sell the

said property and divide the proceeds among them, because I can see no way the ten children can agree on a division, nor can they agree to till the farm or operate it in any manner, so that I would say that it should be sold as quickly as possible.

EXAMINER'S INTERROGATORY: Do you know, or can you state any other matter or thing which may be of benefit or advantage to the parties to this cause, or any of them, or that may be material to the subject of your examination or the matters in question between the parties? If yea, state the matter fully and at large in your answer.

ANSWER TO EXAMINER'S INTERROGATORY: I know of nothing else.

Test: Harry C. Dashiell, Exmr. Annie K. Williams

AUGUSTUS A. MASON, a witness of lawful age also produced on the part of the Plaintiffs, having been by me first duly sworn, deposes and says:

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

A-1 Augustus A. Mason, age 67 years, residence Pocomoke City, Worcester County, Maryland, retired.

Q-2 What experience have you had in the valuation, sale and exchange of real estate in Worcester and Somerset Counties?

A-2 I have appraised a great many properties in Worcester and Somerset Counties for mortgage purposes.

Q-3 Do you know the farm owned by Arthur H. Northam at the time of his death situated near Eden Station, in East Princess Anne District of Somerset County, Maryland?

A-3 Yes, after the death of the said Arthur H. Northam I appraised this farm for the administrator, and before that time I had looked it over from the standpoint of an appraisement for mortgage purposes.

Q-4 Please describe this farm, its quantity, quality and value.

A-4 It has about 17 acres of wood land and 20 acres of tillable land, and is improved by a seven-room frame, single-roofed dwelling, a barn and chicken house. It is well situated, and is less than a quarter mile from Eden Station, and in my opinion it is worth from $1,000 to $1,200.

Q-5 Is or not this farm susceptible of division among the parties to this proceeding, who are the ten children of Arthur H. Northam, deceased, without material loss and injury to them?

A-5 I do not see how it can be divided at all, and it certainly cannot be divided without material loss and injury to the children.

Q-6 Would it or not be to the benefit and advantage of the parties entitled to interest therein to sell this farm and divide the proceeds among the said parties?

A-6 In my opinion this is the only sensible and reasonable thing that can be done.

EXAMINER'S INTERROGATORY: Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or any of them, or that may be material to the subject of your examination or the matters in question between the parties. If yea, state the matter fully and at large in your answer.

ANSWER TO EXAMINER'S INTERROGATORY: I know of nothing else.

Test: Harry C. Dashiell, Exmr. Augustus A. Mason

The Examiner then had filed with him Exhibit marked by him "Plaintiffs' Exhibit No. 1".

No other witnesses being present, and neither party desiring further time for the production of evidence, I then closed the examination.

Respectfully submitted under my hand and seal this 21st day of June, A. D. 1937.

Bill of Costs: Harry C. Dashiell

Harry C. Dashiell $4.00 Examiner in Chancery

And thereafter to wit, on the eighth day of July, in the year nineteen hundred and thirty-seven, Georgia B. Northam, one of the said Complainants aforesaid, filed in Court here a petition in the words following, to wit:

Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams and Elbridge B. Williams, her husband, Robert H. Northam and Loma D. Northam, his wife, Ella F. Ardis, and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband	)	In the Circuit Court for Somerset County, Maryland. In Equity. No. 4967 Chancery
vs.	)	
Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, and Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased	)	

To the Honorable, the Judges of said Court:

The Petition of Georgia B. Northam, Committee for Harvey L. Northam, respectfully represents:

1. That your Petitioner was, by an order of the Circuit Court for Worcester County, Maryland, dated the seventeenth day of August, 1928, appointed Committee for Harvey L. Northam, in a proceeding in said Court pending, same being No. 3728 on the Chancery docket thereof, in which proceeding the said Harvey L. Northam was alleged to be non compos mentis, a certified copy of the petition and order of the Circuit Court for Worcester County, Maryland, in No. 3728 Chancery being attached hereto and made a part hereof, and that your Petitioner has qualified as such committee by filing the required bond and is now acting as such.

2. That your Petitioner was fully aware of the proceedings brought in the above entitled case for the sale of the land in Somerset County, Maryland, of which Arthur H. Northam, the father of the said Harvey L. Northam, died seized and possessed, but neglected to inform the solicitor preparing said proceedings that the said Harvey L. Northam was alleged to be non compos mentis, and that your Petitioner had been appointed and had qualified and was now acting as his Committee.

3. That your Petitioner has examined the Bill of Complaint in said cause filed, together with the Exhibits filed therewith, the answers of the several defendants therein, and the testimony which has been taken and filed therein, and as Committee for the property and estate of the said Harvey L. Northam adopts the said Bill of Complaint, and Exhibits filed therewith, and inform this Honorable Court that to the best of her knowledge and belief all proceedings in said cause are regular, and she desires to intervene, as Committee, as aforesaid, as party plaintiff, and to adopt said proceedings, and to consent to the passage of such decree as may be right and proper in the premises for the full protection of the property and estate of the said Harvey L. Northam.

WHEREFORE your Petitioner prays that she, as Committee for the property and estate of Harvey L. Northam, may be permitted to intervene as party plaintiff in the above entitled cause, for the purpose of adopting the said Bill of Complaint and Exhibits therewith filed, and all other proceedings in said cause taken, and consent to the immediate passage of such decree as may be right and proper in the premises.

AND as in duty bound, etc.

Georgia B. Northam

Committee for the property and
estate of Harvey L. Northam

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I hereby certify that on this 1st day of July, A. D. 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, personally appeared Georgia B.

Northam, Committee for Harvey L. Northam, non compos mentis, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated, to the best of her knowledge, information and belief.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal.

Lolita R. Smith SEAL OF
Notary Public Notary

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

Upon the foregoing petition and affidavit, it is, this eighth day of July, 1937, by the Circuit Court for Somerset County, Maryland, sitting in Equity, ordered that leave be, and the same is hereby granted to the petitioner, Georgia B. Northam, Committee for Harvey L. Northam, to intervene in these proceedings as a party plaintiff, and to adopt all the proceedings herein, including the testimony heretofore taken herein, and to submit the rights of her ward to the protection of the Court.

James M. Crockett, Judge.

In the matter of Harvey L. Northam	)	In the Circuit For Worcester
non compos mentis	)	County, Maryland.
	)	No. 3728 Chancery

To the Honorable, the Judges of said Court:

The petition of Georgie A. Northam, by William G. Kerbin, her solicitor, respectfully represents:

First. That your Petitioner is the wife of Harvey L. Northam an adult, with whom she resided in Worcester County, Maryland, until he was recently confined at Spring Grove, a public institution at Catonsville, in Baltimore County, in said State of Maryland, for the insane, having been sent there under the orders, after examination by Doctors Hocking and Berkley who are connected with the State Mental Hygiene Board, and where the said Northam is now confined.

Second. That the mental condition of the said Harvey L. Northam is in such a condition that he is incalable of the government of himself or of the management of his estate, which mental incapacity is certified to in the joint affidavit of competent physicians familiar with the mental condition of said Harvey L. Northam, and who are physicians at the said Spring Grove Hospital, said affidavits being attached hereto and made a part hereof and marked "Petitioners Exhibit "A".

That though the said Harvey L. Northam is seized and possessed of valuable real and personal property, by reason of his physical and mental incapacity as aforesaid, there was no funds available with which to provide for his medical attention at said institution required for his welfare and comfort and the payment of which is required in advance by said institution. Furthermore, the said estate, part of which is a farm with crops thereon that need immediate attention, is subject to serious jeopardy for want of proper management and over sight by some person with authority of law to manage and carry on the same.

Furthermore there is life insurance money that can not be drawn until a committee shall have been appointed by this Honorable Court.

Accordingly the best interest of the said Harvey L. Northam will be served by the appointment of a committee to take charge of and manage his said estate and to assume the control of his person.

Fourth. That your petitioner is advised that this Honorable Court is vested with the power and authority to appoint a committee for the said Harvey L. Northam with the right and authority to take charge of and manage his estate and property, and to assume the control of his person as aforesaid, and to administer his estate for the maintenance and support of the said Harvey L. Northam and of your petitioner.

Wherefore, your petitioner prays this Honorable Court to appoint a committee foe the said Harvey L. Northam with full power and authority to take charge of and manage his estate and

property and to administer the same for his support and maintenance and that of your petitioner, and to assume the control of the person of the said Harvey L. Northam.

And as in duty bound, etc.

William G. Kerbin — Georgia A. Northam

Atty — Petitioner.

State of Maryland, Worcester County, to wit:-

I hereby certify, that on this 17 day of August, 1938, before me, the subscriber, a notary public of the State of Maryland, residing in Snow Hill, in said State and County, personally appeared Georgie A. Northam, petitioner aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of her knowledge and belief. In testimony whereof I have hereunto subscribed my name and affixed my notarial seal the date last above written.

Wm. S. Parson

(Notarial Seal) — Notary Public

State of Maryland, Baltimore County, to wit:

I hereby certify that on this 11th day of August, 1928, before me, the subscriber, a Notary Public of the State of Maryland, residing at Catonsville in said State and County, personally appeared John G. Runkell Md. and Arthur L. Wright Md. of Catonsville, Maryland and each made oath in due form of law that they examined Harvey L. Northam, residing at Spring Grove at Catonsville, in Baltimore, County and State of Maryland, on the 11th day of August 1928, and that they are satisfied that the said Harvey L. Northam is of unsound mind and incapable of the government of himself or of the management of his estate.

John G. Runkell M. D.

Arthur L. Wright M. D.

Subscribed and sworn to before me the day and year first written.

B. Compton Graham

(Notarial Seal) — Notary Public

"Petitioners Exhibit A"

Upon the foregoing petition, exhibit and affidavit, it is this 17th, day of August 1928, by the Circuit Court for Worcester County, Maryland, in equity, ordered, adjudged, and decreed that Georgie A. Northam, of Pocomoke City, Worcester County, Maryland, be and she is hereby appointed committee for Harvey L. Northam of Spring Grove, Baltimore County, Maryland, non compos mentis, with full power and authority to take charge of and manage the estate and property of the said Harvey L. Northam, and, under the direction of this Court, to administer the same for the welfare, maintenance and support of said Harvey L. Northam and of the said Georgie A. Northam, and to assume the control and custody of the person of the said Harvey L. Northam, but before the said Georgie A. Northam, shall proceed to act as such committee she shall give bond to the State of Maryland for the faithful discharge of her duties as such committee, in the sum of $1,000, with sureties to be approved by this Court or by the clerk thereof. And it is further ordered and decreed that the said Georgie A. Northam, committee as aforesaid, shall file annual reports with this Court of her administration hereunder on the first day of January of each of every year so long as she shall continue to act as such committee.

And it si further ordered and decreed that nay bank having money on deposit in the name of said Harvey L. Northam shall turn the same over to said Georgie Northam, committee as aforesaid.

Joseph L. Bailey

Judge.

TRUE COPY, TEST:

Bessie Bowen, Clerk.

STATE OF MARYLAND, WORCESTER COUNTY, To-Wit:

I, Bessie Bowen, Clerk of the Circuit Court for Worcester County, State of Maryland, hereby certify that the foregoing is a true and correct copy of Copy of Petition of Georgie A. Northam to be appointed Committee & her appointment, Affidavit of Physicians marked "Exhibit A", in No. 3728 Chancery, in the matter of Harvey L. Northam, non compos mentis.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Worcester County, State of Maryland, this 1st day of July, A. D., 1937.

SEAL OF COURT

Bessie Bowen

Clerk of the Circuit Court for Worcester County, State of Maryland.

And thereafter to wit, on the sixteenth day of August, in the year nineteen hundred and thirty-seven, the following petition was filed, in the words following, to wit:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity.
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Petition of Swift & Company, a corporation, by LeRoy Smith, Esquire, its attorney, and of Elizabeth R. Smullin and John T. Smullin, Jr. co-partners trading as J. T. Smullin & Son, and Charles T. West, by Godfrey Child, their attorney, respectfully represents:

1. That your Petitioner, Swift & Company, a corporation, as aforesaid, as the holder of a certain recorded judgment in Somerset County, Maryland, against A. Floyd Northam and Rae Northam, his wife, two of the Defendants in the above entitled case, the same being No. 55 Appearances, April Term, 1936 on the judgment docket of Somerset County, Maryland, being a judgment enteres in Worcester County, Maryland on July 11, 1935 in the principal sum of Five hundred forty-eight dollars and ninety-six cents ($548.96) together with ten per cent collection charges and costs, transcript of which is of record in Somerset County, Maryland, as No. 55 Appearances, April Term, 1936, having been filed in Somerset County under date of June 17, 1937.

2. That your Petitioners, Elizabeth R. Smullin and John T. Smullin, Jr., co-partners trading as J. T. Smullin & son, are the holders of a judgment against A. Floyd Northam, one of the Defendants, in the above entitled case, being a judgment originally entered in Worcester County, Maryland, under date of October 30, 1931, in the principal sum of Seventy dollars and seventy cents ($70.70), together with ten per cent collection charges and costs, a transcript of which was filed in Somerset County, Maryland under date of September 1, 1936, as No. 50 Appearances, July Term, 1936, Somerset County.

3. That your Petitioner, Charles T. West, is the holder of a judgment against A. Floyd Northam and Rae Northam, same having been entered in Worcester County, Maryland, under date of November 26, 1935, in the principal sum of One Hundred fifty-one dollars and ten cents ($151.10), together with ten per cent collection charges and costs, transcript of which was filed in Somerset County, Maryland under date of September 1, 1936, which judgment now appears of record in Somerset County as No. 51 Appearances, July Term, 1936, on the judgment records of said Somerset County.

4. That your Petitioners were not made parties Defendant in the above entitled case, and that the judgment of Swift & Company, a corporation, one of your Petitioners, was filed after the proceedings in the above entitled case had been started.

5. That your Petitioners desire to be made parties Defendant in the above entitled case, in order that the land and premises mentioned and described in the Bill of Complaint in the said cause filed may be sold free and clear of the judgment liens of your Petitioners, and that your

Petitioners may be allowed to share in the proceeds of said sale, according to their respective rights and interests, against the share of said proceeds due to the said A. Floyd Northam and/or Rae Northam.

WHEREFORE your Petitioners pray that they and each of them may be permitted to intervene as parties Defendant in the above entitled cause, for the purpose of adopting the Bill of Complaint and Exhibits therein filed, and all other proceedings in said cause taken, and to file an answer consenting to the immediate passage of a decree for the sale of said land, with the rights of your Petitioners as judgment creditors protected in said decree, as above set forth.

AND as in duty bound, etc.

LeRoy Smith
Solicitor for Swift & Company, a body corporate

Godfrey Child
Solicitor for J. T. Smullin & Son
and Charles T. West

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

Upon the foregoing petition, it is, this 14th day of August, in the year nineteen hundred and thirty-seven, by the Circuit Court for Somerset County, Maryland, sitting in Equity, ordered that leave be and the same is hereby granted to the Petitioners, Swift & Company, a body corporate, Elizabeth R. Smullin & John T. Smullin, Jr., co-partners trading as J. T. Smullin & Son, and Charles T. West, to intervene in these proceedings as parties defendant and to adopt all the proceedings herein heretofore taken, and to file such answer as they may deem just and proper in their behalf.

James M. Crockett, Judge.

And thereafter to wit, on the sixteenth day of August, in the year nineteen hundred and thirty-seven, the following answers were filed, to wit:

Answer of J. T. Smullin & Son and Charles T. West:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The answer of Elizabeth R. Smullin and John T. Smullin, Jr. co-partners trading as J. T. Smullin & Son, and of Charles T. West, judgment creditors of A. Floyd Northam, and of A. Floyd Northam and Rae Northam, his wife, respectively, two of the Defendants in the above entitled cause, who were allowed to intereven as parties Defendant and to file their answer by an order of this Honorable Court dated the 14th day of August, nineteen hundred and thirty-seven, to the Bill of Complaint in said cause filed:

These Defendants admit the matters and facts contained in the Bill of Complaint, and adopt all the proceedings heretofore taken in said cause, and consent to the immediate appointment of a Trustee to sell the real estate mentioned and described in the Bill of Complaint, and further consent to the sale of the real estate by the said Trustee, free from the lien of the judgments of these Defendants, and each of them, provided, however, that the lien of their said judgments shall be transferred from the said Real estate to the funds or proceeds arising from the sale therein in the hands of the Trustee, and they, and each of them, further consent to the jurisdiction o f the Circuit Court for Somerset County, Maryland, in Equity, and further consent that the proceeds of funds arising from said sale shall be distributed by this Court in this proceeding to the several persons entitled thereto, according to the true and lawful extent of their liens, charges or claims thereon or thereto and with due regard to the priority of said liens in all respects as such funds are now distributed in Courts of Chancery jurisdiction of the State of

Maryland, after deducting the necessary costs and expenses of this proceedings and of such sale therefrom, and all prior liens on said property.

Godfrey Child

Solicitir for J. T. Smullin & Son,
and Charles T. West

Answer of Swift & Co.:

Harvey L. Northam and Georgia B. Northam, his wife, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity
Alfred J. Northam and Inez Northam, his wife, et al	)	No. 4967 Chancery
	)	

To the Honorable, the Judges of said Court:

The Answer of Swift & Company, a corporation, judgment creditor of A. Floyd Northam and Rae Northam, his wife, two of the Defendants in the above entitled cause, who was allowed to intervene as a party Defendant, and to file it's answer by an order of this Honorable Court dated the 14th day of August, nineteen hundred and thirty-seven, to the Bill of Complaint in said cause filed:

This Defendant admits the matters and facts contained in the Bill of Complaint, and adopts all the proceedings heretofore taken in said cause, and consents to the immediate appointment of a Trustee to sell the real estate mentioned and described in the Bill of Complaint, and further consents to the sale of the real estate by the said Trustee, free from the lien of the judgment of this Defendant, provided, however, that the lien of it's said judgment shall be transferred from the said real estate to the funds or proceeds arising from the sale thereof in the hands of the Trustee, and it further consents to the jurisdiction of the Circuit Court for Somerset County, Maryland, in Equity, and further consents that the proceeds of funds arising from said sale shall be distributed by this Court in this proceeding to the several persons entitled thereto, according to the true and lawful extent of their liens, charges or claims thereon or thereto, and with due regard to the priority of said liens in all respects as such funds are now distributed in Courts of Chancery jurisdiction of the State of Maryland, after deducting the necessary costs and expenses of this proceedings and of such sale therefrom, and any and all prior liens on said property.

LeRoy Smith

Solicitor for Swift & Company, a corporation

And thereafter to wit, on the sixteenth day of August, in the year nineteen hundred and thirty-seven, the Circuit Court here passed the following decree in the premises, to wit:

Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams and Elbridge B. Williams, her husband, Robert H. Northam and Loma D. Northam, his wife, Ella F. Ardis and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband, and Georgia B. Northam, Committee for Harvey L. Northam, incompetent	)	In the Circuit Court for
	)	Somerset County, Maryland.
	)	In Equity
	)	No. 4967 Chancery
vs.	)	
Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased and Swift & Company, a body corporate, Elizabeth R. Smullin & John T. Smullin, Jr., co-partners trading as J. T. Smullin & Son, and Charles T. West	)	

This cause, standing ready for hearing, and being submitted, the proceedings were read and considered.

It is, thereupon, this sixteenth day of August, 1937, by the Circuit Court for Somerset County, Maryland, sitting in Equity, ordered and decreed that the property mentioned and described in these proceedings be sold; that Godfrey Child be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:
He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by this Court of the Clerk thereof, in the penalty of one thousand dollars ($1,000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having given at least three weeks' notice by advertisement inserted in some weekly newspaper printed in the County of Somerset aforesaid, of the time, place, manner and terms of sale, which terms shall be one-third cash and the balance in four months, or all cash, at the option of the purchaser or purchasers, the credit portion to bear interest and to be secured to the satisfaction of the Trustee, and as soon as may be convenient after said sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to said 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 said 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 assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and of those claiming by, from or under them,or either of them, and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit, and such 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, the rights of defendant lienors to be protected in the distribution of the proceeds of sale of such lands.

James M. Crockett, Judge.

And thereupon, the said Godfrey Child, Trustee, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Godfrey Child, of Worcester County, Maryland, as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand dollars ($1,000.00) current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, formly by these presents, sealed with our seald and dated this tenth day of September A. D. 1937.

WHEREAS the above bounden Godfrey Child, by virtue of a decree of the Circuit Court for Somerset County, Maryland, sitting in equity, has been appointed Trustee to sell the real estate and property mentioned in the proceedings in the case of Harvey L. Northam and Georgia B. Northam, his wife, et al vs. Alfred J. Northam and Inez Northam, his wife, et al, now pending in said Court, it being No. 4967 on the Chancery docket of said Court,

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Godfrey Child does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF the above bounden Godfrey Child has hereunto set his hand and seal, and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation has caused these presents to

be signed for it and in its name, and it's corporate seal to be hereto affixed by H. Merrill Walters, it's agent and attorney in fact, on the day and year first above written.

Godfrey Child (SEAL)
Principal

Signed, sealed and delivered in the presence of:

Louise V. Powell

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY H. M. Walters

its Attorney in fact
Surety

CORPORATE SEAL

Which said Bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on second day of December, 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:

Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams and Elbridge B. Williams, her husband, Robert H. Northam and Loma D. Northam, his wife, Ella F. Ardis and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband, and Georgia B. Northam, Committee for Harvey L. Northam, incompetent	In the Circuit Court for Somerset County, Maryland. In Equity No. 4967 Chancery
vs.	
Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, and Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased	

To the Honorable, the Judges of said Court:

The Report of Godfrey Child, Trustee appointed by a decree of this Honorable Court passed in the above entitled cause, and dated the sixteenth day of August, 1937, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security approved by this Court for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and by the said decree, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Marylander and Herald, a weekly newspaper printed and published in Princess Anne, in said Somerset County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend in front of the Court House door, in Princess Anne, Somerset County, Maryland, on Saturday, September 25, 1937, at the hour of three o'clock P. M., and then and there proceeded to offer for sale said property in the following manner, that is to say:

Your Trustee offered for sale at public auction to the highest bidder, all that farm or all those tracts or parcels of land, together with the buildings and improvements thereon, lying and being situate in East Princess Anne Election District of Somerset County, Maryland, near the town of Eden, and lying and binding upon the County road leading from Eden to Backbone Schoolhouse, containing thirty-seven (37) acres of land, more or less, and being in all respects all and the same tract or parcel of land conveyed to the said Arthur H. Northam by Annie G. Cannon, single, by deed dated February 12, 1934, and of record among the land records of Somerset County, Maryland,

in Liber J. M. T. No. 105 at folios 532 et seq., reference to the said deed, and to the references and recitals therein contained being hereby made for a more complete and accurate description; and the highest and best bid which your Trustee received for said property was the sum of Seven hundred dollars ($700.00), and as your Trustee deemed this bid inadequate and insufficient, he therefore withdrew the said property.

AND your Trustee further reports that since having withdrawn the said property from sale held on September 25, 1937, he has made diligent efforts to find a purchaser or purchasers for said property, and has interviewed a number of prospective purchasers in reference thereto, and that he has now sold the property above mentioned and described at private sale, subject to the ratification and approval of this Honorable Court, to J. William Bromley and Drucilla V. Bromley, his wife, at and for the sum of Eleven hundred dollars ($1100.00), the same being the highest and best offer he could obtain for said property, and the purchasers have passed to your Trustee their bill obligatory, for the sum of Eleven hundred dollars ($1100.00), payable upon ratification of sale, it being the understanding between your Trustee and the said purchasers that all taxes will be paid by your Trustee to January 1, 1938.

Respectfully submitted,

Godfrey Child
Trustee

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I hereby certify that on this first day of December, A. D. 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, personally appeared Godfrey Child, Trustee named in the foregoing Report of Sale, and made oath in due form of law that the matters and facts therein stated are true, to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

In testimony whereof I have hereunto subscribed my name and affixed my Notarial Seal.

Lolita R. Smith — SEAL OF
Notary Public — NOTARY

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

Harvey L. Northam and Georgia B. Northam, his wife, Annie K. Williams and Elbridge B. Williams, her husband, Robert H. Northam and Loma D. Northam, his wife, Ella F. Ardis and Herman J. Ardis, her husband, Samuel L. Northam and Savilla Northam, his wife, Bessie P. Shreeves and Upshur Shreeves, her husband, and Georgia B. Northam, Committee for Harvey L. Northam, incompetent	)	In the Circuit Court for Somerset County Maryland. In Equity.
vs.	)	No. 4967 Chancery
Alfred J. Northam and Inez Northam, his wife, Benjamin D. Northam and Madge Northam, his wife, Mae N. Paradise and J. Fred Paradise, her husband, A. Floyd Northam and Rae Northam, his wife, and Willard J. Stevenson, Administrator of the goods, chattels and personal estate of Arthur H. Northam, deceased	)	

ORDERED by the Circuit Court for Somerset County, Maryland, sitting in Equity, that the sale of the real estate at private contract, made and reported by Godfrey Child, Trustee appointed by a decree of this Court to make sale of the property mentioned in these proceedings, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of January 1938, provided a copy of this order be inserted in some weekly newspaper printed and published in said Somerset County once in each of three successive weeks before the 11th day of January 1938.

The Report states the amount of sale to be Eleven hundred dollars ($1100.00).

J. Millard Tawes, Clerk.

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

ORDERED by the Circuit Court for Somerset County, Maryland, sitting in Equity, this fourteenth day of January, 1938, that the sale of the real estate mentioned in these proceedings, and made and reported by Godfrey Child, Trustee, as aforesaid, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, as required by the order nisi passed in said cause; and the Trustee is allowed the usual commissions, and such proper expenses as he shall produce vouchers for to the Auditor.

James M. Crockett, Judge.

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

Per: J. McClard Fawcett, Clerk.

"""

Farmers Bank of Somerset County, a Maryland corporation vs. Harvey Marshall, Thornton Marshall, Junion Allen Marshall, J. Stanley Adams	Be it remembered that heretofore, to wit, on the seventh day of September, in the year nineteen hundred and thirty-seven, a certain Farmers Bank of Somerset County, a Maryland corporation, by Gordon Tull, its solicitor, exhibited and filed in the Circuit Court here a bill of complaint against Harvey Marshall,

Thornton Marshall, Junion Allen Marshall and J. Stanley Adams, which said Bill of Complaint is in the words following, to wit:

Farmers Bank of Somerset County, a Maryland corporation. vs. Harvey Marshall, Thornton Marshall, Junion Allen Marshall & J. Stanley Adams	No. 5075 Chancery In the Circuit Court for Somerset County.

To the Honorable, the Judge of said Court:

Your Orator, which sues as well for itself, as well as for all other Creditors of Leonard Marshall and Dora J. Marshall, late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, complaining, says:

(1) That the said Leonard Marshall and Dora J. Marshall, his wife, both deceased, were in their lifetime indebted unto your orator The Farmers Bank of Somerset County, Inc., in the full and just sum of Three Hundred and Ninety Two Dollars and Eighty Two Cents ($392.82), which includes interest to October 1st, 1937, on a judgment secured at the Jany. Term, 1927, in the Circuit Court for Somerset County, being No. 49 Appearances, dated Feby 15th, 1927 for $500.00, with $7.00 costs and $50.00 appearances fees, which said $7.00 costs have been paid, but said $50.00 appearance fees is still due and owing in addition to the above amount of indebtedness, as will fully appear by reference to a copy of said judgment herewith filed, marked Exhibit "A".

(2) That there is also a judgment against Leonard Marshall in favor of J. Stanley Adams standing open on the records, the same being No. 33 Appearances, July Term, 1936, dated July 29th, 1936, for $92.00 debt and $9.20 collection fee and $7.00 costs.

(3) That there has not been any administration granted on the estate of either Leonard Marshall or Dora J. Marshall, his wife, because, I am informed and verily believe that they both died intestate and without any personal estate, and so it is hereby charged and alleged.

(4) That the said Leonard Marshall and Dora J. Marshall, his wife, departed this life leaving the following real estate in Somerset County, in Brinkleys District, viz:

(a) Their home place, improved by a dwelling house, containing about six acres of land conveyed to Leonard A. Marshall by deed from Wm. E. Outen & wife, dated Sept. 16th, 1908, and recorded in Liber S. F. D. No. 49, Folios 312 &c.

(b) A piece of brush land containing three and seven eights acres, more or less, conveyed to Leonard Marshall and Dora J. Marshall, his wife, by deed from Laura Boggs dated September 11th, 1920 and recorded in Liber W. J. S. No. 81, folio 307.

(c) All that parcel of land known as the Met Boston place, containing 7½ acres of land, more or less, conveyed to Leonard Marshall by deed from Charlotte A. Boston and the Bank of Crisfield dated Feby. 10th, 1927, and recorded in Liber G. W. L. No. 94, folio 61 etc.

(5) That the said Leonard and Dora J. Marshall left the following children as their heirs at law and who are still surviving and live in Somerset County, and all of whom are minors, Viz:

Harvey Marshall, aged about 9 years and Thornton Marshall, aged about 11 years, and also one claiming to be an adopted son, viz: Junion Allen Marshall, but who has shown on legal proof thereof,

(6) That, as aforesaid, Leonard Marshall and Dora J. Marshall, his wife both died intestate, and left no personal property and there was never any administration on their or either of their

estates, and, therefore, your orator charges that neither the said Leonard Marshall or the said Dora J. Marshall left sufficient personal estate to discharge all the just debts due and owing by them or either of them at the time of their deaths, and that the deficienty in said personal estate ought to be supplied by a sale of all, or such part as may be necessary, of the real estate of the aforesaid debtors.

TO THE END, THEREFORE,

(a) That the real estate of the said Leonars Marshall and the said Dora J. Marshall, his wife, both deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the unsatisfied debts of the said deceased debtors,

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

MAY IT PLEASE YOUR HONOR to grant unto your Orator the writs of Subpoena directed to the said Harvey Marshall, Thornton Marshall and Junior Allen Marshall, and the said J. Stanley Adams, all of whom are minors, except Adams, and live in Somerset County, Maryland, commanding them, and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show a cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Gordon Tull

Solicitor for Plaintiff.

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

In the Circuit Court for Somerset County, Jany. Term, 1937.

Farmers Bank	Short Copy of Judgment No. 49 Appearances		
		Damages	$ 500.00
vs.		Costs	7.00
		Collection fee	50.00
Leonard Marshall	Judgment 15th Feby. 1927		
Dora J. Marshall, his wife	Interest from date		
	Exemption waived.		

Test: Geo. W. Lawson, Clerk.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT — THE STATE OF MARYLAND:

To Harvey Marshall, Thornton Marshall, Junior Allen Marshall, of Somerset County,

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 Farmers Bank of Somerset County, 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 September Anno Domini 1937 ISSUED the 7th day of September Anno Domini 1937.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT — THE STATE OF MARYLAND:

To J. Stanley Adams, 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 Farmers Bank of Somerset County 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 September, Anno Domini 1937 ISSUED the 7th day of September Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in October, in the year 1937, and the day of the return of the above recited writs, came again into Court here the said complainant by its 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 each defendant and copy left with each defendant, also with their grandmother and acting guardian, Alice Gerald.

So answers, W. H. Dryden, Sheriff

Per I. H. Dorsey, Deputy

To the second of said writs: Summoned and copy left.

So answers, W. H. Dryden, Sheriff

Per I. H. Dorsey, Deputy

And thereafter to wit, on the eleventh day of October, in the year nineteen hundred and thirty-seven, the following answer of J. Stanley Adams, was filed, to wit:

Farmers Bank of Somerset County,	)	
a body corporate	)	No. 5075 Chancery
vs.	)	In the Circuit Court for
Harvey Marshall, J. Stanley Adams,	)	Somerset County, in Equity
et al	)	
_____	)	

To the Honorable, the Judges of said Court:

The defendant, J. Stanley Adams, by Edgar A. Jones his Solicitor, for answer to the bill of complaint against him and others in the above entitled case says:

(1) This defendant admits securing a judgment against Leonard Marshall as set out in the 2nd paragraph of said Bill of Complaint, but as to the other allegations of said bill this defendant has no knowledge and therefore neither admits nor denies the same but demands full proof thereof.

And as in duty bound, etc.

Edgar A. Jones

Solicitor for J. Stanley Adams.

And thereafter to wit, on the twenty-second day of October, in the year nineteen hundred and thirty-seven, the said complainant by its solicitor aforesaid filed in Court here a petition in the words following, to wit:

Farmers Bank of Somerset County, a Maryland Corporation	)	No. 5075 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County.
Harvey Marshall, Thornton Marshall, and Junior Allen Marshall, and J. Stanley Adams	)	
	)	
_____		

To the Honorable, the Judge of said Court:

The petition of the plaintiff, by Gordon Tull, its attorney respectfully represents:

That all the defendants in this case have been duly returned summoned, but the defendants, Harvey Marshall, Thornton Marshall and Junior Allen Marshall, (Foster Child) are all infants and have no Guardian duly appointed within the jurisdiction of this Court to answer and defend the suit for them, they cannot answer and defend the suit for themselves.

Your petitioner, therefore, prays your Honor to appoint a guardian Ad Litem to appear and answer for said infants.

And as in duty bound, &c.

Gordon Tull

Solicitor for Petitioner.

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

On the above petition it is hereby ordered this 22nd day of October, in the year 1937, by the Circuit Court for Somerset County, in equity, that James R. Stewart, be, and he is hereby appointed Guardian Ad Litem to appear and answer for Harvey Marshall, Thornton Marshall and Junior Allen Marshall (Foster Child), 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 Harvey Marshall, Thornton Marshall and Junior Allen Marshall, (Foster Child), infants, by James R. Stewart, duly appointed by order of this Court, to the Bill of Complaint of the Farmers Bank of Somerset County, a corporation &c. against them in this court exhibited.

These defendants, being infants, cannot admit any of the matters and things in said Bill alledged, and submit their rights thereunder to the protection of this Court.

And as in duty bound &c.

James R. Stewart

Guardian Ad Litem.

And thereafter to wit, on the twenty-second day of October, in the year nineteenhundred and thirty-seven, the said complainant by his solicitor aforesaid filed in Court here a petition in the words following, to wit :

Farmers Bank of Somerset County a Maryland corporation	) No. 5075 Chancery
vs.	) In the Circuit Court
Harvey Marshall, Thornton Marshall, Junior Allen Marshall, J. Stanley Adams	) for Somerset County.

To the Honorable, the Judge of said Court:

Plaintiff in this cause represents that all the defendants in this cause has been duly summoned to the first Monday in October, 1937, that all the defendants are minors, except J. Stanley Adams and have, through their guardian ad litem, James R. Stewart, duly appointed by this Court, answered throwing themselves upon the protection of the Court; and the said Adult defendant, J. Stanley Adams, has duly filed his answer, and more than fifteen days from the said return day has passed.

Petitioner, therefore, prays your Honor to pass an order granting leave to the plaintiff to take testimony before one of the standing examiners of this Court to sustain the allegations of the bill.

And as in duty bound &c.

Gordon Tull

Attorney for Petitioner.

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

On the above petition, it appearing from the proceedings that the defendants have all been duly summoned to appear in this Court to the first Monday in October, 1937, and that they have all duly appeared and filed their answers either by solicitor or by Guardian ad litem, and that more than fifteen days from the said return day have passed.

It is thereupon this 22nd day of October, 1937, by the Circuit Court for Somerset County, in equity, adjudged, ordered and decreed that leave be and is hereby granted to the plaintiff to take testimony before one of the standing examiners of this Court to sustain the allegations of the bill.

James M. Crockett, Judge.

And afterwards to wit, on the fourth day of November, in the year nineteen hundred and thirty-seven, 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:

Farmers Bank of Somerset County	)	No. 5057 Chancery
vs.	)	In the Circuit Court
Harvey Marshall et. als.	)	for Somerset County,
	)	in Equity.

In the above entitled cause an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, a standing examiner of said Court, duly qualified, do hereby certify that at my law office in Princess Anne, Maryland, on Wednesday, the third day of November, nineteen hundred and thirty seven, I did take the following depositions that is to say:

Edwin A. Robinson, a witness of lawful age, being first duly sworn deposing says:

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

Ans. Edwin A. Robinson; age 46 years; residence Marion Station Maryland; occupation Cashier of the Farmers Bank of Somerset County.

Int. 2 Do you know the parties to this suit and, if so, how long have you known them.

Ans. I know all the parties to this cause and have known them for several years.

Int. 3 Did you know Dora J. Marshall and Leonard Marshall. Are they living or dead? If dead, about when did they die and what property, if any, did they leave?

Ans. I knew both Dora J. Marshall and Leonard Marshall. They died- Leonard about two months ago and Dora some time ago. The personal property they left was not sufficient to pay their debts and there was no administration.

They left real estate, improved by a dwelling house, containing about six acres of land; conveyed to Leonard A. Marshall by deed from William E. Outen and wife dated Sept. 16, 1908, recorded in Liber S. F. D. No. 49 folio 312 etc, and also a piece of brush land containing 3 7/8 acres more or less conveyed to Leonard Marshall and Dora J. Marshall, his wife, by deed from Laura Boggs, dated Sept. 11, 1920, recorded in Liber W. J. S. No. 81, folio 307. Also all that parcel of land known as the Met. Boston place containing 7 1/2 acres of land, more or less; conveyed to Leonard Marshall by deed from Charlotte A. Boston and the Bank of Crisfield dated Feby. 10, 1937. Recorded in Liber G. W. L. No. 94 folio 61. All this real estate is worth in my opinion $500.00.

Int. 4 Did they leave personal property sufficient to pay their debts.

Ans. No, sir, they did not.

Int. 5 What children and heirs at law did they leave? State whether or not they left a will?

Ans. They left two children, Harvey Marshall and Thornton Marshall, both minors. They also had a foster child by the name of Junior Allen Marshall, who was never legally adopted. Neither of them left a will.

Int. 6 What obligation, if any, did Leonard and Dora Marshall leave unpaid?

Ans. They owed the Farmers Bank by judgment $414.24. (Plaintiff herewith files copy of judgment, Exhibit A. to be used as evidence).

Int. 7 Do you know of any other debts?

Ans. Only by hearsay.

Int. 8 Are all three of the lots that you mention connected or are they separated?

Ans. They are separate.

Court question and answer:

"No".

Test:
Harry C. Dashiell, Exmr. Edwin A. Robinson

J. Stanley Adams, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. J. Stanley Adams; age 51 years; residence Marion Station; occupation merchant.

Int. 2 Do you know the parties to this suit and if so, how long have you known them?

Ans. I have known the defendants for two or three years. They are all minors.

Int. 3 Did you know Dora & Leonard in their life time. Are they living or dead. About when did they die, and what property did they leave?

Ans. I knew both Dora & Leonard Marshall. She has been dead about two years and he about two months ago. They both died intestate and left the following property:

Their home place in Brinkleys District, containing about six acres; second, a piece of brush land containing 3 7/8 acres and third, the "Met" Boston place containing 7 1/2 acres, more or less.

Int. 4 Do you know whether or not Junior Allen Marshall was legally adopted?

Ans. The other two children, viz: Harvey Marshall and Thornton were their own children and both minors. Junior Allen Marshall was a foster child who was never legally adopted.

Int. 5 What is your valuation on all three of these lots of land?

Ans. About $500.00.

Int. 6 What obligation, if any, did Dora & Leonard Marshall leave?

Ans. The balance on a judgment due to myself, J. Stanley Adams, of $61.00.

Int. 7 Did they leave personal property sufficient to pay claims?

Ans. No. I had a bill of sale on most of the personal property and recently sold it under the bill of sale, and the amount that I gave as the balance that he owned me which the personal property failed to pay and is secured by a judgment, and a bill of sale for the same amount. Therefore he did not leave sufficient personal property to pay his debts and there was never any administration upon his estate.

Court question and answer:

"No".

Test:
Harry C. Dashiell, Exmr. J. Stanley Adams

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 third day of November, nineteen hundred and thirty seven.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of Costs:

Harry C. Dashiell	Examiner	$4.00
J. Stanley Adams	witness etc.	1.40
		$ 5.40

And thereafter to wit, on the fifteenth day of November, in the year nineteen hundred and thirty-seven, the Circuit Court here passed the following decree in the premises, to wit:

Farmers Bank of Somerset County)	In the Circuit Court for
vs.)	Somerset County
Harvey Marshall, et al.)	No. 5075 Chancery
)	

This Cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 15th day of November, in the year 1937, by the Circuit Court for Somerset County, in equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold; that Gordon Tull be, and he is hereby appointed trustee to make said sale, and that the course and manner or his proceedings shall be as follows; he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of Ten Hundfed Dollars ($1000.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decfee or order in the premises; he shall then proceed to make the sale having given at least three weeks notice by advertisement inserted in such weekly newspaper published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one half cash, balance in six months, or all cash at the option of the purchaser, the credit portion to bear interest and be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale, 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 trust thereof and of the fairness of said sale; and, on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money,(and not before) the said trustee shall be 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 thereto, plaintiff and defendants, and those claiming by, from or under them, or either of them, and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

AND the said trustee shall at the time of advertising said sale give notice to the creditors of the said Leonard Marshall and Dora J. Marshall, both deceased, to file their claims duly sworn to and authenticated with the Clerk of the Circuit Court for Somerset County within one month from the day of sale.

James M. Crockett, Judge.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Gordon Tull, principal and Eva Tull Mills and Howard G. Price sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Ten hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of November in the year nineteen hundred and thirty seven.

WHEREAS the above bounden Gordon Tull, by virtue of a decree of the Circuit Court for Somerset County for Somerset County, in equity, has been appointed trustee to sell the property mentioned in the proceedings in the case of the Farmers Bank of Somerset County, against Harvey Marshall, et als, being No. 5075 Chancery, now pending in said Court,

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

Witness our hands and seals the day and year aforesaid.

Test: Gordon Tull (SEAL)

E. A. Robinson Eva Tull Mills (SEAL)

Howard G. Price (SEAL)

Which said bond was thus endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the fourteenth day of December, 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:

The Farmers Bank of Somerset County, a corporation &c.	)	No. 5075 Chancery
vs.	)	In the Circuit Court
Harvey Marshall, Thornton Marshall, Junior Allen Marshall & J. Stanley Adams	)	for Somerset County

To the Honorable, the Judge of said Court:

The Report of Gordon Tull, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 15th day of November, 1937, to make sale of certain real estate therein mentioned; Respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other requisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Somerset News, a weekly newspaper printed and published in Somerset County for more than three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, Maryland, on Tuesday the 14th day of December, 1937, at two o'clock P. M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered for sale to the highest bidder, all the property mentioned in said decree, situated in Brinkleys District, and in the Liberia Neighborhood thereof, Somerset County, Maryland, and described as follows:

First: Being the home place of the said Leonard & Dora Marshall containing about six acres, of land, more or less, conveyed to Leonard A. Marshall by deed from Wm. E. Outen & wife, dated Sept. 16th, 1908, and recorded in Liber S. F. D. No. 49, folio 312.

Second: A piece of brush land containing 3 7/8 acres, more or less, conveyed to Leonard Marshall and Dora J. Marshall, his wife, by deed from Laura Boggs, dated September 11th, 1920, and recorded in Liber W. J. S. No. 81, folio 307.

Third: All that parcel of land, improved by a dwelling house and other outbuildings, containing 7½ acres of land, more or less, known as the "Met Boston Place" and conveyed to Leonard Marshall by deed from Charlotte A. Boston and the Bank of Crisfield, dated February 10th, 1927, and recorded in Liber G. W. L. No. 94, folio 61.

Your trustee offered these lots as stated in the advertisement, a copy of which is herewith filed as part hereof, first separately and then as a whole, and to accept the bid for them as a whole, if it exceeded in amount the three separate bids, otherwise to accept the separate bids.

And your trustee further reports that the separate bids were as follows, First Lot Nothing, Second Lot No Bid, Third Lot No Bid and that they were then offered as a whole, and the bid as a whole being $600.00, your trustee sold the said three lots as a whole to The Farmers Bank of Somerset County, being then and there highest and best bidder at and for the sum of Six hundred Dollars and the terms of said sale have been complied with.

Respectfully submitted,

Gordon Tull, Trustee

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 14th day of December, 1937, before Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, the within named trustee and made oath in due form of law that the matters and things set forth in this report are true and that the sale was fairly made.

J. Millard Tawes, Clerk.

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

Gordon Tull, Solicitor

ORDER NISI

Farmers Bank of Somerset County, a Maryland corporation, &c.	)	No. 5057 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County.
Harvey Marshall, Thornton Marshall, Junion Allen Marshall, J. Stanley Adams	)	
	)	

ORDERED by the Circuit Court for Somerset County, that the sale of the property mentioned in these proceedings, made and reported by Gordon Tull, Trustee, appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of January, 1938, PROVIDED a copy of this order be inserted in some weekly newspaper printed and published in Somerset County, once in three successive weeks before the 13th day of January, 1938.

The Report states the amount of sales to be $600.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the nineteenth day of January, in the year nineteen hundred and thirty-eight, came again into Court here the said complainant, by its solicitor aforesaid, and on motion of the said complainant, by its solicitor aforesaid, the Court here passed the following order, to wit:

Farmers Bank of Somerset County, a Maryland corporation &c.	)	
	)	No. 5075 Chancery
vs.	)	In the Circuit Court for
Harvey Marshall, Thornton Marshall, Junior Allen Marshall, J. Stanley Adams	)	Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in equity, this 19th day of January, 1938, that the sale made and reported by the trustee aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

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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Gordon Tull, Ex parte, Under Mortgage from Aaron Whittington & wife to the Farmers Bank of Somerset County.	Be it remembered that heretofore to wit, on the sixteenth day of November, in the year nineteen hundred and thirty-seven, a certain Gordon Tull, of Somerset County and State of Maryland, in his proper person, exhibited and filed in the Circuit Court

here, the original of a certain mortgage executed and delivered to The Farmers Bank of Somerset County, by a certain Aaron Whittington and Laura Whittington, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 22d day of August in the year nineteen hundred and twenty five, by Aaron Whittington and Laura Whittington, his wife, both of Somerset County, and State of Maryland, Witnesseth: Whereas the said Aaron Whittington and Laura Whittington, his wife, are indebted unto the Farmers Bank of Somerset County, a corporation, in the just and full sum of Four Hundred Dollars ($400.) and have given therefor unto the said bank their bill obligatory for the said principal sum, of even date herewith, payable to the said Farmers Bank its successors and assigns, one year after date, with interest from date, payable semi-annually, to better secure the payment of which said sum, with interest as aforesaid, when and as the same shall become due and payable, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and of the sum of One Dollar, the said Aaron Whittington and Laura Whittington, his wife, do hereby grant and convey unto the said Farmers Bank of Somerset County, its successors and assigns, all that lot, tract and parcel of land with the improvements thereon, situated and being in Brinkleys District, Somerset County, Maryland, on the east side of the Road leading from Marion to Tulls Corner, containing one acre of land more or less, and being the same piece of land conveyed to the said Aaron Whittington by Aden Davis and Carrie T. Davis, his wife on the 22d day of August, 1925.

Together with the buildings and improvements thereon; and the rights, roads, ways, water, 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, 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 preformed, 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 levies or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Aaron Whittington and Laura Whittington, 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 personal representatives or assigns or for Gordon Tull, its, his, her or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following viz; upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be

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 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 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 decfee 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 insure 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 insure to the benefit of the said mortgagee, its successors, personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized 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:	Aaron Whittington	(SEAL)
	her	
Thelma E. Adams	Laura x Whittington	(SEAL)
	mark	

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 22d day of August, 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 Aaron Whittington and Laura Whittington, 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 Geo. P. Parsons, President of the Farmers Bank and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of the said Farmers Bank of Somerset County for the purpose of making this affidavit.

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

Edwin A. Robinson SEAL OF
Notary Public NOTARY

Received for Record August 24, 1925, and recorded in Liber W. J. S. No. 92, folio 165 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Gordon Tull, principal and Eva Tull Mills and Howard G. Price sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Eight hundred dollars ($800.00), current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of November, in the year nineteen hundred and thirty seven.

Whereas, the above bounden Gordon Tull, by virtue of a power contained in a mortgage from Aaron Whittington and Laura Whittington, his wife to the Farmers Bank of Somerset County, a corporation dated the 22nd day of August, 1925, and duly recorded in Liber W. J. S. No. 92, folio 165 &c. is about to execute the trust reposed in him as attorney named in said mortgage, by foreclosing the same and selling the property mentioned therein, default having occurred under the covenants therein.

NOW, THEREFORE, The condition of the above obligation is such that if the above bounden Gordon Tull, do and shall well and faithfully perform the trust reposed in him by said mortgage, or that may be reposed in him by any future decree or order of the Court in the premises, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to such mortgaged property or the proceeds of sale thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness our hands and seals the day and year aforesaid.

Test	Gordon Tull	(SEAL)
E. A. Robinson.	Eva Tull Mills	(SEAL)
	Howard G. Price	(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 day of December, 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:

Gordon Tull, Trustee, Ex parte Under a mortgage from Aaron Whittington and Laura, his wife, to the Farmers Bank of Somerset County, dated August 22nd, 1925, and recorded in Liber W. J. S. No. 92, folio 165.	No. 5102 Chancery In the Circuit Court for Somerset County.

To the Honorable, the Judge of said Court:

The report of Gordon Tull, Attorney, under a mortgage from Aaron Whittington, and Laura, his wife, to the Farmers Bank of Somerset County, dated August 22nd, 1925, and recorded in Liber W. J. S. No. 92, folios 165 etc., respectfully represents:

That after giving bond with security for the faithful performance of his duties in the exercise of the power in said mortgage, and after having complied with all the other requisites required by said power and by law, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Somerset News, a weekly newspaper printed and published in Somerset County for more than three weeks and more than twenty one days before the day of sale, as well as by posters set up at the Court House door and other places, for said time, he did, pursuant to said notices, attend at the Court House door in Princess Anne, Maryland, on Tuesday, December the 14th, 1937, at the hour of two o'clock P. M. and then and there proceeded

to sell the property mentioned in said Mortgage, as follows: that is to say: All that lot of land in Brinkleys District, Somerset County, Maryland, containing one acre of land, more or less, improved by a dwelling house and outbuildings and situated on the state road leading from Marion to Tulls Corner where the said Aaron now resides, and which was conveyed to said Aaron Whittington by deed from Aden Davis & wife, dated August 22nd, 1925, and recorded in Liber W. J. S. No. 92, folios 165 etc.

And your Attorney and trustee sold the same to The Farmers Bank of Somerset County for the sum of three hundred dollars being at that sum, then and there the highest and best bidder therefor, and the said purchase money was paid in cash.

The said amount of purchase money being insufficient to pay the mortgage debt and interest with the taxes and expense of sale, your trustee hereby audits or makes an accounting of the same in this report as follows; and prays a ratification thereof with the report:

Whole amount of mortgage debt and interest		$ 724.17
Whole amount of purchase money received	$ 300.00	
Ex penses of sale		
Unpaid State & County taxes	$ 48.50	
Advertising sale & order nisi	17.75	
Clerks Costs & Auctioneer	22.50	
Trustees Commissions	24.00	
Leaving a balance due and unpaid on said mortgage of		$ 536.92

Respectfully submitted,

Gordon Tull, Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 14th day of December, 1937, before me the Clerk of the Circuit Court for Somerset County, personally appeared Gordon Tull, the trustee making this sale, and made oath in due form of law that the matters and things stated in this report of sale are true as therein stated and that the sale was fairly made.

Sworn before,

J. Millard Tawes, Clerk.

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

Gordon Tull, Solicitor

Order Nisi

Gordon Tull, Ex parte Under a Mortgage from Aaron Whittington and Laura, his wife, to the Farmers Bank of Somerset County, dated August 22nd, 1925, and recorded in Liber W. J. S. No. 92, folios 165, etc.	)	No. 5102 Chancery In the Circuit Court for Somerset County.

Upon the report of sales and the distribution of the proceeds of sale therein made, in this case, it is hereby this 14th day of December, 1937, ordered by the Circuit Court for Somerset County, in equity, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds of said sale made in this report, made and reported by Gordon Tull, Attorney under a power in said mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th day of January, 1938, 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, next.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the nineteenth day of January, in the year nineteen hundred and thirty-eight, comes again into Court here the said trustee and on motion of the said trustee the

Court here passed the following order, to wit:

Gordon Tull, Ex parte under a mortgage from Aaron Whittington and Laura, his wife, to the Farmers Bank of Somerset County dated August 22nd, 1925, and recorded in Liber W. J. S. No. 92, folios 165 etc.	)	No. 5102 Chancery In the Circuit Court for Somerset County.

Ordered by the Circuit Court for Somerset County, in equity, this 19th day of January, 1938, that the report of salesin this case made and reported by Gordon Tull, Attorney under a power in said mortgage, and also the distribution of the proceeds of the sale made in said report, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause, and the said trustee or Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for.

James M. Crockett, Judge.

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

Per: J Millard Jones, Clerk.

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In the matter of the tax sale of real estate in Dublin District, Somerset County, Maryland, assessed to J. H. Smith, made and reported by Carlos Bozman, Treasurer & Collector	)	Be it remembered that heretofore, to wit, on the twenty-second day of October, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state

and county taxes for Dublin 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 Dublin Election District, Somerset County, Maryland, assessed to J. H. Smith for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said County. The County Commissioners of Somerset County, Maryland, Purchaser	)	No. 5092 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 and Collector of state and county taxes for Somerset County, Maryland, respectfully represents:

That on June 30th, 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 Commissioners did levy upon the property assessed to J. H. Smith in Dublin Election District, Somerset County, Maryland, the sum of three dollars and ninety-nine cents state taxes and twenty-six dollars and thirty-two 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, 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 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 June 20th, 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 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 J. H. Smith in Dublin Election District, Somerset County, Maryland, the sum of three dollars and ninety-nine cents state taxes, and twenty-seven dollars and ninety-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 of said county, 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 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 on June 29th, 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 of J. H. Smith in Dublin

Election District, Somerset County, Maryland, the sum of three dollars and ninety-nine cents state taxes, and twenty-five dollars and fifty-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, 1933, 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 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 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 J. H. Smith in Dublin 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 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 said county, giving notice of the time, place, manner and terms of sale, the years for which said taxes were due and to whom the property was assessed, and that I, the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said 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 tract or parcel of land, being the real estate assessed to the said J. H. Smith in Dublin Election District, Somerset County, Maryland, described as follows:

No. 43. All that farm in Dublin Election District, Somerset County, Maryland, with improvements thereon, adjoining the lands of W. A. Long, W. A. Long, W. A. Cottman and B.D. Brittingham, and assessed to J.H.Smith 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, a body corporate, it being then and there the highest bidder therefor, at and for the sum of three hundred and twenty-four dollars and sixteen cents, which it has fully paid, and a copy of said advertisement is herewith filed as a part of this report marked Exhibit A.

And 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 18th day of October, 1937, before me, the subscriber, a Justice of the Peace of the State on 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 sales is in the words following, to wit:

TREASURER'S SALE FOR TAXES

in Dublin 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 Wed. July 31st, 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 that lots or parcels of land in Dublin 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 interest and costs.

No. 43. All that farm, with the improvements thereon, adjoining the lands of W. A. Long, W. A. Long, W. A. Cottman and B. D. Brittingham, and assessed to J. H. Smith for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman

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 Dublin Election District, Somerset County, Maryland, assessed to J. H. Smith for 1930, 1931 and 1932, reported by Carlos Bozman, Treasurer and Collector of taxes for Somerset County.	No. 5092 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 31st, 1935, of land in Dublin Election District, said Somerset County, adjoining the lands of W. A. Long, W. A. Cottman and B. D. Brittingham, assessed to J. H. Smith for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of three hundred and 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 22nd day of October, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspaper published in said Somerset County once in each of three successive weeks before the 25th day of November, 1937, 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, 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 $324.16.

James M. Crockett, Judge.

And now at this day to wit, on the nineteenth day of January, in the year nineteen hundred and thirty-eight, 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 Somerset County, Maryland, 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 19th day of January, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, that the foregoing report of sale and the sales 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 Crisfield Election District, assessed to Mrs. Maggie Somers, made and reported by Harry E. Muir, Former County Treasurer and Collector.	Be it remembered that heretofore, on the ninth day of November, in the year nineteen hundred and thirty-seven, a certain Harry E. Muir, Former Collector of state and county

taxes for Crisfield Election District of Somerset County for the years 1927, 1928, 1929 and 1930, by L. Creston Beauchamp, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Mrs. Maggie Somers for 1927, 1928, 1929 and 1930, made and reported by Harry E. Muir, former County Treasurer and Collector of state and county taxes for said Somerset County. The County Commissioners of Somerset County, Maryland Purchaser.	No. 5098 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 Harry E. Muir, former County Treasurer of Somerset County and Collector of state and county taxes for said county, respectfully represents:

That on June 30th, 1927, 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 the said 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 name of the owners arranged alphabetically for every district and according to election district, and showing the amount of state and county taxes due and owing by every such person, set of persons or corporate institution;

That by said levy the said Commissioners did levy upon the property assessed to Mrs. Maggie Somers, in Crisfield Election District, said Somerset County, the sum of seventy-one cents state taxes, and five dollars and fourteen cents county taxes, and that said taxes were due and in arrears on January 1st, 1928;

That in the month of August, 1927, 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, 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 on June 29th, 1928, the said County Commissioners made an annual levy of state and county taxes upon the taxable property in said county and that sixty days after said levy, the said Harry T. Phoebus, then County Treasurer of said Somerset County, in pursuance of his duties as clerk to said 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 assessed to Mrs. Maggie Somers in Crisfield Election District, said Somerset County, the sum of ninety-six cents state taxes and seven dollars and thirty-one cents county taxes, and that said taxes were due and in arrears on the first day of January, 1929;

That in the month of August, 1928, 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, 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 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 on June 29th, 1929, the said County Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and sixty days after said levy, the said Harry T. Phoebus, then 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 inbooks 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 instutition.

That by said levy the said Commissioners did levy upon the property of Mrs. Maggie Somers in Crisfield Election District, Somerset County, Maryland, the sum of ninety-seven cents state taxes and six dollars and ninety-four cents county taxes, and that said taxes were due and in arrears on January 1st, 1930;

That in the month of August, 1929, the said Harry T. Phebosu, 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 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, 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 said advertisement and tax bills contained a clear state 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 June 30th, 1930, the said County Commissioners made an annual levy of state and county taxes upon the taxable property in said county, and that sixty days after said levy, the said Harry T. Phoebus, then 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 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 County Commissioners did levy upon the property assessed to Mrs. Maggie Somers in Crisfield Election District, Somerset County, Maryland, the sum of ninety-four cents state taxes and six dollars and nineteen 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 Treasurer and Collector as aforesaid, did give notice of said annual levy by advertisement in two newspaper 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 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, 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 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 1927, 1928, 1929 and 1930 being still due and in arrears constituted a lien upon the real estate of the said Mrs. Maggie Somers in Crisfield Election District, said Somerset County, and the said Harry E. Muir, former County Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of said property, and the said real estate not being capable of division in the judgment of the said Harry E. Muir, former Treasurer and Collector, 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 the taxes were due and to whom the property was assessed, and the said Harry E. Muir, former County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, September 20th, 1932, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that lot of land, being the real estate assessed to the said Mrs. Maggie Somers in Crisfield Election District, Somerset County, Maryland, as follows:

No. 136. All that lot and improvements in Crisfield Election District, Somerset County, Maryland, on South Second St., in Crisfield, adjoining the lands of Mary E. Sterling and Sallie Somers, and assessed to Mrs. Maggie Somers for 1927, 1928, 1929 and 1930, and sold for taxes due for said years", and sold the same to the County Commissioners of Somerset County, Maryland, a body corporate, it being the highest bidder therefor, at and for the sum of thirty-three dollars

and eighty-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 Harry E. Muir, former County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Harry E. Muir

Former County Treasurer & Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 29th day of October, 1937, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry E. Muir, former 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 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, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, September 20th, 1932, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land in Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with the interest and costs.

No. 136. All that lot and improvements, in said district, county and state, on South Second Street, in Crisfield, adjoining the lands of Mary E. Sterling and Sallie Somers, and assessed to Mrs. Maggie Somers for 1927, 1928, 1929 and 1930, and sold for taxes due for said years.

Harry E. Muir

Treasurer for Somerset County, Maryland.

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

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Mrs. Maggie Somers for 1927, 1928, 1929 and 1930, reported by Harry E. Muir, Former County Treasurer and Collector of state and county taxes for Somerset County.	)	No. 5098 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 Harry E. Muir, Former Collector of state and county taxes and County Treasurer for Somerset County, Maryland, relating to the sales on September 20th, 1932, of land in Crisfield Election District, Somerset County, Maryland, on South Second Street in Crisfield, adjoining the lands of Mary E. Sterling and Sallie Somers, assessed to Mrs. Maggie Somers for 1927, 1928, 1929 and 1930, made to the County Commissioners of Somerset County, Maryland, for the sum of thirty-three dollars and eighty-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 ninth day of November, 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 11th of December, 1937, warning

all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 10th day of January, 1938, to show cause, if any they have, why said sale shall not be ratified and confirmed.

The report states the amount of sale to be $33.83.

James M. Crockett, Judge.

And now at this day to wit, on the nineteenth day of January, in the year nineteen hundred and thirty-eight, 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 19th day of January, 1938, 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 Deal's Island District, assessed to Alice Milbourne, made and reported by Carlos Bozman, County Treasurer and Collector	Be it remembered that heretofore, to wit, on the ninth day of November, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of State and County

taxes for the years 1932, 1933 and 1934, 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 Deal's Island Election District, Somerset County, Maryland, assessed to Alice Milbourne for 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	No. 5099 Chancery In the Circuit Court for Somerset County, Maryland.
The County Commissioners of Somerset County, Maryland. Purchaser.	

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 June 30th, 1932, 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 Alice Mil-

bourne in Deal's Island Election District, Somerset County, Maryland, the sum of sixty-six cents state taxes and four dollars and twenty-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 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 notice, with interest, said taxes would be collected by process of law;

That on June 30th, 1933, 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 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 Alice Milbourne in Deal's Island Election District, said Somerset County, the sum of sixty-six cents state taxes and two dollars and sixty-five cents county taxes, and that said taxes were due and in arrears on January 1st, 1934;

That in the month of August, 1933, 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 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 said 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 June 29th, 1934, 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 alphabet-

ically 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 Alice Milbourne in Deal's Island Election District, said Somerset County, the sum of fifty-eight cents state taxes and two dollars and sixty cents county taxes, and that said taxes were due and in arrears on January 1st, 1935;

That in the month of August, 1934, 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 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 1932, 1933 and 1934, being still due and in arrears constituted a lien upon the real estate of the said Alice Milbourne in Deal's Island Election District, in said Somerset County, and the said Carlos Bozman, County Treasurer and Collector of taxes 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 Eastern Shore Republican, a newspaper published in said Somerset County, one 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, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, October 7th, 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 the said Alice Milbourne in Deal's Island Election District, Somerset County, Maryland, described as follows:

No. "All that lot and improvements, containing ¼ acre, more or less, adjoining the lands of Oscar Milbourn, William Green, William E. Harris and Samuel Horsey, and assessed to Alice Milbourne for 1930, 1931, 1932, 1933 and 1934, and sold for taxes due for said years", and sold the same to the County Commissioners of Somerset County, Maryland, a body corporate, it being the highest bidder therefor, at and for the sum of thirty dollars and thirty-seven cents, noe 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 of state and county taxes for Somerset County, Maryland, 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 4th day of November, 1937, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, 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 Sale is in the words following:

TREASURER'S SALE FOR TAXES

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the General Assembly of Maryland, I hereby give notice that on Tuesday, October 7th, 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 Deal's Island 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. All that lot of land in Deal's Island Election District, Somerset County, Maryland, containing ¼ acre, more or less, and improvements, adjoining the lands of Oscar Milbourne, William Green, William E. Harris and Samuel Horsey, and assessed to Alice Milbourne for 1930, 1931, 1932, 1933 and 1934, 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 Deal's Island Election District, Somerset County, Maryland, assessed to Alice Milbourne for 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County.

The County Commissioners of	No. 5099 Chancery
Somerset County, Maryland.	In the Circuit Court for
Purchaser.	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 October 7th, 1935, of land in Deal's Island Election District, said Somerset County, adjoining the lands of Oscar Milbourn William Green, William E. Harris and Samuel Horsey, and containing ¼ acre, more or less, assessed to Alice Milbourne for 1932, 1933 and 1934, made to the County Commissioners of Somerset County, Maryland, for the sum of thirty dollars and thirty-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 9th day of November, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspaper published in said Somerset County once in each of three successive weeks before the 11th day of December, 1937, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the tenth day of January, 1938, 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 $30.37.

James M. Crockett, Judge.

And now at this day to wit, on the nineteenth day of January, in the year nineteen hundred and thirty-eight, 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 objections having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 19th day of January, 1938, 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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HARRY C. DASHIELL, ASSIGNEE Ex Parte Under power in a mortgage from Lonnie Cottman and Indiana Cottman 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 nineteenth day of November, 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 Lonnie Cottman and Indiana Cottman, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this tenth day of July, 1934, by and between Lonnie Cottman and Indiana Cottman, 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 six hundred nine & 54/100 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 six hundred nine & 54/100 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 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 the town of Princess Anne, in West Princess Anne Election District,

Somerset County, Maryland, lying on the west side of Beckford Avenue, beginning at a point on the west side of said Avenue at the end of the first line of a lot of land which was conveyed from Annie M. Dennis to Ella Maddox and William J. Maddox by deed dated June 26, 1916, and recorded in Somerset County Land Record Liber W. J. S. No. 70, folio 598, said point being 104.36 feet from the northwest corner of the land which was conveyed unto said Annie M. Dennis by Henrietta Wells and husband by deed dated January 21, 1911, and recorded in said Land Records in Liber S. F. D. No. 55, folio 505; thence running by and with the west side of Beckford Avenue south 9 degrees 45 minutes east 52.18 feet; thence running south 87 degrees 15 minutes west 196.75 feet; thence running north 8 degrees west 54.45 feet to the end of the second line of said Maddox land; thence running with said line reversed 88 degrees east 194½ feet to the beginning, containing ¼ of an acre, more or less.

Being the same land which was conveyed from Thomas W. Dennis and Carrie Dennis, his wife, unto said Lonnie Cottman by deed dated August 16, 1920, and recorded among said Land Records in Liber W. J. S. No. 81, folio 170, and which said land was conveyed unto said Carrie Dennis from Annie M. Dennis, single, by deed dated June 12, 1918, and recorded among said Land Records in Liber W. J. S. No. 74, folio 286.

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, becuase 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 hereb y secured.

All cash advanced 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 tiem 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 therof, 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 orderd 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:	Albert Penella	Leonard Cottman	(SEAL)
	Winona Reed	Indiana Cottman	(SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this tenth day of July, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally 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.

STATE OF NEW JERSEY, ATLANTIC COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of July, in the year Nineteen hundred and thirty-four, before me, a Notary Public of the State of New Jersey, in and for the County aforesaid, personally appeared Lonnie Cottman and Indiana Cottman, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act.

WITNESS my hand and Notarial Seal.

Louise Staiger SEAL OF

My commission expires the 7th day of March, 1937.

Notary Public NOTARY

Notary Public, State of New Jersey
My commission expires March 7, 1937.

Received for Record July 28th, 1934, and recorded in Liber J. M. T. No. 107, folio 254, 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 10th day of November, 1937.

WITNESS: Chas. B. Lyddane CORPORATE

Esther Reamer Regional Treasurer SEAL

Filed for Record 19th November, 1937, and recorded in Liber J. M. T. No. 107, folio 255.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE 18-1-394

$609.54 Princess Anne, Maryland

July 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 $609.54, 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 tiem 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.

Leonard Cottman (SEAL)
Princess Anne, Maryland.

Indiana Cottman (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 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 Fourth day of December, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Lonnie Cottman and wife to Home Owners Loan Corporation, dated July 10, 1934, recorded among Land Records of Somerset County in Liber J. M. T. No. 107 folio 254, the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land 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 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 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.

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 twenty-second day of December, 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. 5105 Chancery
Under power in a mortgage from Lonnie Cottman and Indiana Cottman, 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 Lonnie Cottman and Indiana Cottman, his wife, to the Home Owners Loan Corporation, a corporation, dated the tenth day of July, 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 254, 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, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said County, on Tuesday, the twenty-first day of December, 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 in the town of Princess Anne, in West Princess Anne Election District, in said Somerset County, Maryland, where the said Cottman and wife reside, on the west side of Beckford Avenue, adjoining the lands of Ella Carr, Clara L. Woolford and George Dennis and containing one-half of an acre, more or less; and being the same land conveyed to said Lonnie Cottman by Thomas Dennis and wife, by deed dated August sixteenth, nineteen hundred and twenty, and recorded among the land records of said County in Liber W. J. S. No. 81 folio 170 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 dollars ($600.00) 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 22nd day of December, 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 aforegoing 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 Lonnie Cottman and Indiana Cottman, his wife, to Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure	No. 5105 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 21st day of January, nineteen hundred and thirty eight; 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 January, nineteen hundred and thirty eight.

The report states the amount of sales to be $600.00.

J. Millard Tawes,
Clerk.

And now at this day to wit, on the twenty-sixth day of January, in the year nineteen hundred and thirty-eight, comes again into Court here the said Trustee and on motion of the said trustee the Court here passed the following order, to wit:

HARRY C. DASHIELL, ASSIGNEE Ex parte Under power in a mortgage from Lonnie Cottman and wife to Home Owners Loan Corporation, and assigned etc.	))))))	No. 5105 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 26th day of January, 1938, 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 since it appears that Harry C. Dashiell the Auditor of this Court is the Solicitor for the Complainant in this cause, Eunice Pilchard be and she is hereby appointed Special Auditor to state the account 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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HARRY C. DASHIELL, ASSIGNEE Ex parte Under power in a mortgage from John W. Horner and Ada M. Horner, 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 nineteenth day of November, in the year nineteen hundred and thirty-seven, a certain Harry C. Dashiell, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here the original of a certain mortgage executed and delivered to Home

Owners Loan Corporation, by a certain John W. Horner and Ada E. Horner, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 9th day of October, 1934, by and between John W. Horner and Ada E. Horner, 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 fifteen & 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 fifteen & 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 is office in Washington, D. C., in momthly instalments of $7.24 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 on Deals Island, Deals Island Election District, Somerset County, Maryland, on a private road leading to the main County Road near the Methodist Episcopal Church at Deals Island, formerly belonging to Jacob Parks and on which he resided at the time of his death, and further described as follows: Beginning at a stone bounder set up at the south side of the private road laid off through the north side of said farm, and at or near the northwest corner of the lot now or formerly of Mrs. Laura R. Webster, thence with her line south 7 degrees 45 minutes west 13 3½/10 rods to a stone bounder set up at the road leading to the old residence on said farm; thence with said road north 82 degrees 15 minutes west 6 rods to a stone bounder; thence north 7 degrees 45 minutes east 13 3½/10 rods to a stone bounder set up, leaving a 16 foot road between this lot and the lot now or formerly of Capt. William S. Wilson, and thence with said road south 82 degrees 15 minutes east 6 rods to the place of beginning, laid out for 1/2 acre of arable land.

Being the same land which was conveyed from Noah W. Webster, and others, unto said John W. Horner, by deed dated April 19, 1907, and recorded in Somerset County Land Record Liber S. F. D. No. 45, folio 398.

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 advanced 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 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: John W. Horner (SEAL)

Harry C. Dashiell. Ada E. Horner (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of October, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared John W. Horner and Ada E. Horner, 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 10th, 1934, and recorded in Liber J. M. T. No. 109, folio 11, 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 10th day of November, 1937.

WITNESS: Chas. B. Lyddane CORPORATE
Esther Reamer. Regional Treasurer SEAL

Filed for Record November 19th, 1937, and recorded in Liber J. M. T. No. 109, folio 12.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE 18D-249

$915.00 Deals Island, Maryland
October 9, 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 $915.00, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $7.24 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.

John W. Horner (SEAL)
Deals Island, Maryland

Ada E. Horner (SEAL)
Deals Island, 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 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 Fourth day of December, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from John W. Horner and wife, to Home Owners Loan Corporation, dated October 9, 1934, and recorded among the Land Records of Somerset County in Liber J. M. T. 109, folio 11, 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:

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY H. M. Walters CORPORATE

Louise V. Powell

Attorney-in-fact. 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-second day of December, 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. 5106 Chancery
	)	In the Circuit Court
Under power in a mortgage from John W. Horner and Ada M. Horner, his wife, to the Home Owners Loan	)	for Somerset County,
Corporation, assigned by Home Owners Loan Corporation for collection and foreclosure	)	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 John W. Horner and Ada M. Horner, his wife, to the Home Owners Loan Corporation, a corporation, dated October ninth, 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 11, and 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 Honor, 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 County, on Tuesday, the twenty first day of December, 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 said Somerset County, Maryland, whereon the said Horner and wife, formerly resided, on a private road leading from the main County Road to Tangier Sound, adjoining the lands of Beaulah White Mosteller and Hicks Bozman and containing 1/2 acre, more or less, and being the same land conveyed to the said John W. Horner by Noah W. Webster et. als. by deed dated April nineteenth, nineteen hundred and seven, and recorded in Liber S. F. D. No. 45 folio 398 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 nine hundred dollars ($900.00) 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 22nd day of December, 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 aforegoing 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. 5106 Chancery
Under power in a mortgage from John W. Horner and Ada M. Horner, his wife, to Home Owners Loan Cor- poration, a corporation, and assign- ed 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 21st day of January, nineteen hundred and thirty eight; 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 January, nineteen hundred and thirty eight.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-sixth day of January, in the year nineteen hundred and thirty-eight, comes again into Court here the said Trustee and on motion of the said Trustee the

Court here passed the following order, to wit:

HARRY C. DASHIELL, ASSIGNEE Ex parte Under power in a mortgage from John W. Horner and wife to Home Owners Loan Corporation, and assigned etc.	)	No. 5106 Chancery In the Circuit Court for Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 26th day of January, nineteen hundred and thirty eight, 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 since it appears that Harry C. Dashiell the Auditor of this Court is the solicitor for the complainant in this cause, Eunice Pilchard be and she is hereby appointed Special Auditor to state the account 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.

""

C. Edwin Hayman and Lee L. Hayman, partners trading as C. H. Hayman and Sons Company vs. Paul E. Nutter, Norman M. Nutter, Aileen Florence Nutter, Eugene Charles Nutter, Harry Lee Nutter and The Federal Land Bank of Baltimore, a corporation	)	Be it remembered that heretofore, to wit, on the thirty-first day of August, in the year nineteen hundred and thirty-seven, in the year nineteen hundred and thirty-seven, a certain C. Edwin Hayman and Lee L. Hayman, partners trading as

C. H. Hayman and Sons Company, by Edgar A. Jones, their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Paul E. Nutter, Norman M. Nutter, Aileen Florence Nutter, Eugene Charles Nutter, Harry Lee Nutter and The Federal Land Bank of Baltimore, a corporation, which said bill of complaint is in the words following, to wit:

C. Edwin Hayman and Lee L. Hayman, partners trading as C. H. Hayman and Sons Company vs. Paul E. Nutter, Norman M. Nutter, Aileen Florence Nutter, Eugene Charles Nutter, Harry Lee Nutter and The Federal Land Bank of Baltimore, a corporation	)	No. 5074 Chancery, In the Circuit Court for Somerset County, Maryland. In Equity.

To the Honorable, the Judges of said Court:

Your orators, who sue as well for themselves as for all other creditors of Ernest O. Nutter, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, complaining say:

1st: That a certain Ernest O. Nutter being indebted to your orators and divers other persons and being seized and possessed of real estate in Somerset County, departed this life during the early part of the year Nineteen hundred and thirty seven, intestate.

2nd: That the said Ernest O. Nutter was in his lifetime indebted to the complainants in the sum of one hundred and twenty five dollars ($125.00) as evidenced by his promisory note for said amount, dated February 14th, 1936, payable to the order of the plaintiffs four months after date, filed herewith and marked Exhibit "A", no part of which said indebtedness has been paid.

3rd: That the said Ernest O. Nutter left surviving as his only heirs at law five children namely: Paul E. Nutter and Norman M. Nutter, both adults over the age of twenty one years,

Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter, all infants under the age of twenty one years, and all of said children reside in said Somerset County, Maryland.

4th: That the said Ernest O. Nutter left no personal estate and no administration was ever had upon his estate, but the said Ernest O. Nutter died seized and possessed of a lot or parcel of land situate in Dublin Election District, Somerset County, Maryland, designated as lot No. 6 on a plat made by Levin H. Hall, surveyor and filed with a report of sale in the Orphans Court for Somerset County in the matter of the estate of Sylvanus J. Nutter, beginning for the same at the line of the Pennsylvania Railroad at the corner of lot No. 5, thence by and with said lot No. 5, North 51 3/4 degrees East 1700 feet to the South side of a private road which binds on all the various lots on said plat described, thence westerly by and with said private road 350 feet to lot No. 7, thence by and with said lot No. 7 South 51 3/4 degrees West 1695 feet to the line of the said railroad, thence Easterly by and with said railroad line 350 feet to lot No. 5, the place of beginning, containing 13 1/4 acres, more or less.

5th: That the said, The Federal Land Bank of Baltimore, a body corporate, recovered a judgement against the said Ernest O. Nutter on January 6th, 1937, on which there is a balance due of $760.10 with interest from said date, said judgement being recorded among the records of the Circuit Court for Somerset County in No. 4818 Chancery.

6th: That your orators are advised that they together with other creditors of the said Ernest O. Nutter are entitled to have their 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 Ernest O. Nutter, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claim of your orators and of those of other unsatisfied creditors of the said deceased in the order of their respective 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 subpoena directed to the said Paul E. Nutter and Norman M. Nutter, adults, and to Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter, infants, all residing in Somerset County, and to The Federal Land Bank of Baltimore, a body corporate, with offices in the Baltimore Trust Company, Baltimore, Maryland, commanding them and each of them to appear either in person or by solicitor, in this Court on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Edgar A. Jones
Solicitor for Complainants.

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

$125.00 Westover, Md. Feb. 14, 1936 Due 6/14/36

4 Mo. after date, for value received, I, We, jointly and severally promise to pay to C. H. Hayman & Sons Co., or order, the sum of One hundred twenty five Dollars, at their office in Princess Anne, Md., and hereby waive the benefit of all statutory exemptions from execution as to the debt hereby evidenced and if default shall be made in the payment hereof, at maturity, I/We hereby promise to pay ten per cent additional as a collection fee. I/We hereby authorize any Justice of the Peace, or any Clerk of the Circuit Court, of Somerset County, or any other county or any attorney of record to appear before such Justice, or in such Court, and, before, at, or after maturity hereof, confess judgment hereon against Me/Us and enter the same, for the amount of this obligation; or whatever may be due thereon, with interest and costs of suit, with ten per cent collection fee, on the amount thereof, and with a waiver of all exemptions, and a right to issue an immediate execution for the amount of the judgment hereon, with interest and costs. The makers and endorsers of this obligation waives demand, protest, and notice of non payment.

Test: _____ Ernest Nutter (SEAL)

Int. Paid.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT — THE STATE OF MARYLAND,

To Paul E. Nutter and Norman M. Nutter, 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 C. H. Hayman & Sons Company 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 1937 ISSUED the 31st day of August Anno Domini 1937.

Per order, J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT — THE STATE OF MARYLAND,

To Aileen Florence Nutter, Eugene Charles Nutter, Harry Lee Nutter, infants of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in September next to answer the complaint of C. H. Hayman & Sons Company 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 5th day of July Anno Domini 1937 ISSUED the 31st day of August, Anno Domini 1937.

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 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, copy read to and left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

To the second of said writs: Summoned severally, copy read to and left with each infant defendant. Copy also left with Paul E. Nutter, adult brother and natural guardian said infants being orphans.

W. H. Dryden, Sheriff

W. T. H.

And thereafter, to wit, on the ninth day of September, in the year nineteen hundred and thirty-seven, the following answer of the Federal Land Bank of Baltimore was filed, to wit:

C. Edwin Hayman and Lee L. Hayman, partners, trading as C. H. Hayman & Sons Company	)	No. 5074 Chancery,
	)	In the Circuit Court for
vs.	)	Somerset County, Maryland.
Paul E. Nutter, et al.	)	In Equity.

- - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendant, The Federal Land Bank of Baltimore, a body corporate, by Thomas M. Harrington, its solicitor, for answer to the bill of complaint of the plaintiffs against it and others in the above entitled case says:

1. This defendant admits securing a judgment against Ernest O. Nutter as set out in Paragraph 5 of said bill of Complaint, but as to the other allegations of said bill this defendant has no knowledge and therefore neither admits nor denies the same but demands full proof thereof.

And as in duty bound, etc.

Thomas M. Harrington
Solicitor for

THE FEDERAL LAND BANK OF BALTIMORE

And thereafter to wit, on the twenty-second day of September, in the year nineteen hundred and thirty-seven, the said complainants by their solicitor aforesaid filed in Court here a petition in the words following, to wit:

C. Edwin Hayman and Lee L. Hayman, partners trading as C. H. Hayman & Sons Company	)	No. 5074 Chancery
vs.	)	In the Circuit Court for
Paul E. Nutter et al.	)	Somerset County.
	)	

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

The petition of the Complainants in the above cause respectfully represents:

That Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter, defendants in the above cause, have been duly summoned, but being infants, they cannot answer and defend this suit for themselves and have no guardian within the jurisdiction of this Court to answer and defend for them.

The Complainants therefore pray your Honor to appoint a guardian ad litem to appear and answer for said infant defendants.

And as in duty bound, etc.

Edgar A. Jones
Solicitor for Complainants.

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

Upon the foregoing petition it is ordered this 22nd day of September, 1937, by the Circuit Court for Somerset County, in Equity, that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter, 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 answer of Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter, infant defendants in the above cause, by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County, in Equity, to the bill of complaint of C. Edwin Hayman and another against them and others in said Court exhibited:

These defendnats for answer to the bill of complaint, by their guardian ad litem, answers and says, that being ignorant of the matters charged in said bill, and being infants of tender years, they cannot admit the allegations of said bill, but submits their rights to the protection of this Honorable Court.

And as in duty bound, etc.

James R. Stewart
Guardian ad litem.

And thereafter to wit, on the twenty-second day of September, in the year nineteen hundred and thirty-seven, the said complainants by their solicitor aforesaid filed in Court here a petition in the words following, to wit:

C. Edwin Hayman and Lee L. Hayman partners trading as C.H.Hayman & Sons Co.	)	No. 5074 Chancery
	)	In the Circuit Court for
vs.		
Paul E. Nutter et al.	)	Somerset County.

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

The petition, of the Complainants respectfully represents:

That the defendants Paul E. Nutter, Norman Nutter, Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter have been duly summoned and the defendant, The Federal Land Bank of Baltimore, a body corporate, has filed its answer to the bill of complaint, That the defendants Paul E. Nutter and Norman M. Nutter, are adults over the age of twenty one years, and have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court, the other defendants are infants and have answered said bill of complaint by their guardian ad litem duly appointed by this Court.

The Complainants therefore pray that the bill of complaint in this cause be taken pro confesso against the said Paul E. Nutter and Norman M. Nutter, non appearing and non answering defendants, and that the complainants have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound, etc.

Edgar A. Jones

Complainants Solicitor

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

It appearing in the above entitled cause that Paul E. Nutter and Norman M. Nutter, adult defendants in this cause, have been duly summoned to appear to the bill of complaint, but have failed to appear or answer said bill of complaint within the time prescribed by the rules of this court, and that Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter, the infant defendants have been duly summoned to appear to said bill of complaint and have answered same by guardian ad litem specially appointed by this Court, and the corporate defendant, The Federal Land Bank of Baltimore, has filed its answer to said bill of complaint:

It is thereupon this 22nd day of September, 1937, upon the above petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Paul E. Nutter and Norman M. Nutter, non appearing and non answering adult defendants, and it is further ordered that the complainants have leave to take testimony before one of the standing examiners of this Court.

James M. Crockett, Judge.

And afterwards, to wit, on the first day of November, in the year nineteen hundred and thirty-seven, 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:

C. Edwin Hayman and Lee L. Hayman, partners trading as C. H. Hayman & Sons Co.	)
vs.	) No. 5074 Chancery, In the Circuit
Paul E. Nutter et al.	) Court for Somerset County, in Equity.
	)

In the above cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I Harry C. Dashiell, a standing examiner of this Court do hereby certify that at my office in Princess Anne, Maryland, on Saturday October 30th 1937, I did take the following depositions, that is to say:

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

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

Ans. C. Edwin Hayman, 44 years old, Princess Anne, Maryland, merchant.

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. I am one of the plaintiffs and my brother, Lee L. Hayman is the other, we are both more

than twenty one years of age, and reside in Princess Anne, Maryland. I know the defendants and have known them as the children of Ernest O. Nutter, deceased, for several years. They all reside in Somerset County, Maryland, on the road leading from Westover to Costen Station. Paul E. Nutter and Norman M. Nutter are adults over the age of twenty one years, Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter are all infants under the age of twenty one years.

Int. 3. Did you know Ernest O. Nutter? If yea, 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 any administration on his estate?

Ans. Yes I knew Ernest O. Nutter. He is dead. He died on or about the 2nd day of April, 1937. He left no will nor any personal estate of any value and there was no administration on his estate. His heirs at law are his five children, Paul E. Nutter, Norman M. Nutter, Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter.

Int. 4. Please state wheather or not Ernest O. Nutter owned any real estate at the time of his death. If so, please describe and state and state the value of it, in your opinion.

Ans. Yes he left a parcel of land, unimproved, situate in Dublin Election District, Somerset County, Maryland, containing 13¼ acres, more or less, which was conveyed to him and his wife, Bertha E. Nutter, as tenants by the entireties, by the Citizens National Bank of Pocomoke City by deed dated June 2nd, 1927, recorded among the land records of Somerset County in Liber G.W.L. No. 94, folio 490. His wife, Mrs. Bertha E. Nutter pre-deceased her husband, the said Ernest O. Nutter, having died the latter part of the year 1936. This piece of land in my opinion is worth approximately one hundred dollars.

Int. 5. Please state whether or not Mr. Ernest O. Nutter was indebted to you at the time of his death, and if so to what extent.

Ans. Yes Mr. Nutter owed my brother and myself, partners trading as C. H. Hayman and Sons Company, the sum of one hundred and twenty five dollars with interest from June 14th, 1936, on a promissory note signed by the said Nutter for the said sum of one hundred and twenty five dollars, dated February14th, 1936 and due June 14th, 1936, which said note is filed among the papers in this case. This indebtedness has never been paid and the whole amount is still owing.

Court question and answer.

"Nothing further". C. Edwin Hayman

Witness: Harry C. Dashiell.

Lee L. Hayman, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Lee L. Hayman, 36 years of age, merchant, Princess Anne, Md.

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. My brother and myself are the plaintiffs, both of us are adults and reside in Princess Anne, Somerset County, Maryland. The defendants are all the children of Ernest O.Nutter, and I have known them for some years. They all reside in Somerset County, Maryland. Paul E. Nutter and Norman M. Nutter are more than twenty one years, being about twenty four and twenty two years respectively, while Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter are infants under the age of twenty one years.

Int. 3. Did you know Ernest O. Nutter, if so 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 any administration on his estate.

Ans. Mr. Ernest O. Nutter dies on April 2nd, 1937. He left no will and his personal estate was insufficient to pay his debts and there was never any administration on it. He was a widower and left as his only heirs at law his five children. Paul E. Nutter, Norman M. Nutter, Aileen Florence Nutter, Eugene Charles Nutter and Harry Lee Nutter.

Int. 5 Please state wheather or not Mr. Nutter owned any real estate at the time of his death. If he did please describe it and state what in your opinion was its value.

Ans. Yes, He left a tract of 13¼ acres situate in Dublin District, Somerset County, Maryland, north of Costen Station and on the Pennsylvania Railroad, which was conveyed to him and his wife Bertha E. Nutter by the Citizens National Bank of Pocomoke City by deed dated June 2nd 1927, recorded among the land records of Somerset County in Liber G.W. L. No. 94, folio 490. This tract is not worth more than ten dollars an acre, or at the outside $135.00 dollars.

Int. 6. Was Ernest O. Nutter indebted to you at the time of his death?

Ans. Yes. He was indebted to the firm of C. H. Hayman & Sons Company, of which I am a partner, in the sum of one hundred and twenty five dollars with interest from June 14th, 1936. This indebtedness is evidenced by his promissory note for $125.00 dated February 14th, 1936 payable to the order of C. H. Hayman & Sons Co. four months after date. No part of this indebtedness has been paid.

Int. 7. Please state whether or not Mrs. Nutter predeceased her husband, Ernest O. Nutter.

Ans. Yes, Bertha E. Nutter died sometime during the fall on 1936.

Court question and answer.

"Nothing further".

Witness: Harry C. Dashiell Lee L. Hayman

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 thirtieth day of October, nineteen hundred and thirty-seven.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of Costs:

Harry C. Dashiell Examiner $4.00

And thereafter, to wit, on the seventeenth day of November, in the year nineteen hundred and thirty-seven, the Circuit Court here passed the following decree in the premises, to wit:

C. Edwin Hayman and Lee L. Hayman, partners Trading as C. H. Hayman & Sons Company	) No. 5074 Chancery
vs.	) Circuit Court for
Paul E. Nutter et al	) Somerset County, Maryland.
	)

The Above Cause Standing Ready for Hearing and having been submitted, the proceedings therein were by the Court read and considered:

It is Thereupon, this seventeenth day of November, in the year nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned or so much thereof as may be necessary, be sold, and that Edgar A. Jones be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of five hundred dollars 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 cash on the 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 at the time of advertising said sale the said trustee is directed to give notice to the creditors of the said Ernest O. Nutter to file their claims with the vouchers, thereof, in the office of the Clerk of this Court within one month from the date of said sale.

James M. Crockett, Judge.

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

Know all men by these presents, that we, Edgar A. Jones, E. Edwin Hayman and Lee L. Hayman, 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 five hundred dollars, current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to me 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, dated this 9th day of December, in the year nineteen hundred and thirty seven.

Whereas the above bounden Edgar A. Jones, by virtue of a decree of the Circuit Court for Somerset County, has been appointed Trustee to sell the property mentioned in the proceedings in the case of C. Edwin Hayman and Lee L. Hayman, partners, trading as C. H. Hayman and Sons Company vs. Paul E. Nutter et al, the same being No. 5074 Chancery, in the Circuit Court for Somerset County, now pending in said Court.

Now the condition of the above obligation is such that if the above bounden Edgar A. Jones, do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future 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)

C. Edwin Hayman (SEAL)

Witness: Harold N. Horner. Lee L. 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 twenty-first day of December, 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:

C. Edwin Hayman & Lee L. Hayman, partners, trading as C. H. Hayman & Sons Company	)	No. 5074 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County.
Pauline Nutter, et al.	)	
	)	

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

The report of Edgar A. Jones, Trustee, appointed by decree of this Court, passed in the above entitled cause, dated November 17, 1937, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Somerset News, a weekly newspaper published in said Somerset County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday, December 14, 1937, at 2 o'clock P. M., and then and there proceeded to sell said property in the manner following, that is to say:

Your Trustee offered at public sale to the highest bidder, for cash, the property mentioned in said decree, situated in Dublin Election District, Somerset County, Maryland, described as Lot No. 6 on a plat made by Levin H. Hall, Surveyor, and filed with a report of sale in the Orphans' Court for Somerset County, in the matter of the estate of Sylvanus J. Nutter; beginning for the same at the line of the Pennsylvania Railroad at the corner of lot No. 5, thence by and with said Lot No. 5 North 51-3/4 degrees East 1700 feet, to the South side of a private road which binds on all the various lots on said plat described, thence Westerly by and with said private road 350 ft. to Lot No. 7, thence by and with Lot No. 7 South 51-3/4 degrees West 1695 ft. to the line of the said Railroad, thence easterly by and with said Railroad line 350 ft. to Lot No. 5, the place of beginning; containing 13¼ acres, more or less; being the same land which was conveyed to Ernest O. Nutter and Bertha E. Nutter, both now deceased, as tenants by the entireties, by the Citizen's National Bank of Pocomoke City, by deed dated June 2, 1927, and recorded among the land records of Somerset County in Liber G. W. L. No. 94, folio 490.

And your Trustee sold the above described property to C. Edwin Hayman and Lee L. Hayman, partners trading as C. H. Hayman & Sons Company, for the sum of one hundred dollars ($100.00), they being at that sum the highest bidders therefor, and the purchasers have complied with the terms of sale.

Respectfully submitted,

Edgar A. Jones,
Trustee

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 21st day of December, 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 Edgar A. Jones, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale 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

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

Order Nisi

C. Edwin Hayman & Lee L. Hayman, partners trading as C. H. Hayman & Sons Company	)	No. 5074 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County.
Pauline Nutter, et al	)	
	)	

Ordered 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, appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of January, 1938; 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 21st day of January, 1938.

The report states the amount of the sale to be $100.00.

J. Millard Tawes, Clerk.

And now at this day, to wit, on the twenty-sixth day of January, in the year nineteen hundred and thirty-eight, came again into Court here the said complainants, by their solicitor aforesaid, and on motion of the said complainants, by their solicitor aforesaid, the Court here passed the following order, to wit:

Final Order

Ordered by the Circuit Court for Somerset County, this 26th day of January, 1938, that the sale made and reported by the Trustee aforesaid be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he might 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.

""

Henry Northam Webster and Pearl Watson Webster, his wife, and Leila B. Thomas and H. Cooper Thomas, her husband vs. Sarah Jeanette Daniel and Frank Daniel, her husband, Margie E. Brown and Bernard Brown, her husband, Monnie Jones, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones, Elizabeth Webster and Anne Webster	) Be it remembered that heretofore, to wit, on the twenty-sixth day of July, in the year nineteen hundred and thirty-seven, a certain Henry Northam Webster and Pearl Watson Webster, his wife, and Lelia B. Thomas and H. Cooper Thomas, her husband, by Harry C. Dashiell, their solicitor exhibited and filed in the Circuit Court here a bill of complaint against Sarah Jeanette Daniel and Frank Daniel, her husband, Margie E. Brown and Bernard Brown, her husband,

Monnie Jones, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones and Mary Louise Jones, Elizabeth Webster and Anne Webster, which said bill of complaint is in the words following, to wit:

Henry Northam Webster and Pearl Watson Webster, his wife, and Leila B. Thomas and H. Cooper Thomas, her husband vs. Sarah Jeanette Daniel and Frank Daniel, her husband, Margie E. Brown and BernardBrown, her husband, Monnie Jones, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones and Mary Louise Jones, Elizabeth Webster and Anne Webster	No. 5061 Chancery In the Circuit Court for Somerset County, in Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

FIRST: That John H. Webster, late of said Somerset County, State of Maryland, deceased, was, in his life time and at the time of his death, seized and possessed, in fee simple, absolutely, of valuable real estate on Deals Island, in Deals Island Election District, in said Somerset County and State of Maryland, and which said land was conveyed to the said John H. Webster by George N. Vetra and others, by deed dated the nineteenth day of February, eighteen hundred and eighty seven, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 5, folio 83 etc.,

SECOND: That being so seized, the said John H. Webster, departed this life on or about the

_____ day of November, nineteen hundred and twenty two, leaving a widow surviving him, Helen May Webster, who departed this life on or about the fifth day of July, nineteen hundred and thirty six, and leaving a last will and testament, duly executed to pass real estate in this State, which said will has been admitted to probate by the Orphan's Court of said Somerset County and is now of record in the office of the Register of Wills of said County in Wills Book L. R. No. 32 folio 242 etc.

THIRD: That by said last will and testament the said John H. Webster devised his real estate as follows:

"I give and devise unto my beloved wife, Helen May Webster, my house and lot of land whereon I now reside, containing 1 1/4 acres, more or less, the house and lot referred to above was obtained by deed from George N. Vetra and recorded among the land records of Somerset County, to have and to hold the same during her natural life time and at her death to go to my children, viz, Helen I. Webster, Margie E. Webster, Sarah J. Webster, Leila B. Webster, Horace B. Webster and Mary H. Webster, in equal portions, share and share alike." All of which will more fully appear by reference to a duly certified copy of said will, herewith filed as part hereof marked "Exhibit A".

FOURTH: That the wife of the testator, Helen May Webster, departed this life as above set forth, after the death of her said husband; that the said Leila B. Webster one of the plaintiffs, intermarried with the plaintiff, H. Cooper Thomas, both of whom are of full age and reside in said Somerset County; that the said daughter and devisee, Sarah Jeanette intermarried with the defendant, Frank Daniel, both of whom are of full age and reside in said Somerset County; that the said daughter, Margie E. intermarried with the said Bernard Brown, both of whom are of full age and reside in Baltimore City and State of Maryland, and are defendants in this suit; that the devisee named in said will, Helen I. Webster, intermarried with the defendant, Monnie Jones, and departed this life about the year nineteen hundred and thirty two, intestate, and leaving besides her husband, the following children surviving her, the defendants, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones and Mary Louise Jones, and that all of the said children of the said Helen I. Jones, deceased, are infants under the age of twenty one years and reside in said Somerset County, Maryland; that the said devisee, Horace B. Webster, a son, departed this life, intestate, about the year nineteen hundred and thirty one, leaving surviving him a widow, Elizabeth Webster, who is an adult, and Anne Webster, a daughter, who is an infant and both of whom reside in said Somerset County, and both defendants in this cause.

FIFTH: That one of the devisees in said last will and testatement of the said John H. Webster, referred to therein as one of the children of the said testator is Mary H. Webster but yours orators allege that said name is an error made in the writing and drafting of said will; that the said testator never had a child or descendant by the name of Mary H. Webster but that the youngest child of the said testator is the plaintiff herein, Henry Northam Webster and your orators further believe and allege that the name in said last will and testament should have been and was intended by the testator to be the said Henry Northam Webster and not Mary H. Webster; that the said Henry Northam Webster intermarried with the plaintiff, Pearl Watson Webster, both of whom are of full age and reside in said Somerset County.

SIXTH: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

TO THE END, THEREFORE:

(1) That a decree may be passed for the sale of said real estate.

(2) That the proceeds of said sale may be distributed among the parties to this cause according to their respective rights and interests therein, and that the plaintiff, Henry Northam

Webster, may be decreed to be one of the said parties entitled to a distributive share of the proceeds of the sale of said real estate.

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

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Margie E. Brown and Bernard Brown, her husband, adults, residing in said Baltimore City, State of Maryland, and to Sarah Jeanette Daniel and Frank Daniel, her husband, Monnie Jones and Elizabeth Webster, adults, and to Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster, all infants under the age of twenty one years, and all residing in said Somerset County, Maryland, commanding them and each of them to be and appear in this Court at some certain day to be named therein, and answer the premises, and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.

Harry C. Dashiell

Solicitor for Complainants

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

In the name of God, Amen, I John H. Webster of Deals Island Somerset County, Maryland, being sick and weak in body, but of sound and disposing mind, memory and understanding, considering the certainty of death, and the uncertainty of the time thereof, and being desirous to settle my wordly affairs, and thereby, be the better prepaired to leave this world when it shall please God to call me hence, do therefore make and publish this, my last will and testament, in manner and form following, that is to say:

First and principally I commit my soul into the hands of Almighty God, and my body to the earth to be decently buried at the discretion of my executrix hereinafter names, after my debts and funeral charges are paid. I devise and bequesth as follows: I give and bequeath unto my oldest daughter Edna E. Fallen, the sum of "One Dollar" to be paid by my executrix after my death: this is all that she is to receive from my estate: I give and devise unto my beloved wife Helen May Webster, my house and lot of land whereon I now dwell containing one and one fourth acre more or less, together with all my real estate, the house and lot refered to above was obtained by deed from George A. Vetra and recorded among the land records of Somerset County, to have and to hold the same during her natural life time, and at her death to go the my children namely Helen I. Webster Margie E. Webster Sarrah J. Webster Leila B. Webster, Horace B. Webster Mary N. Webster in equal potions share and share alike

I also devise and bequeath, unto my wife Helen May Webster all of my personal property and all cash money that I may have in the Bank or on hand: at the time of my death, and also all my life insurance and and secret order money, that may be due me at or after my death, also all my boat property of "Every discription" I now own, the said boats are not to be sold or mortgaged during the term of but are to be hired out, and the proceeds are to be used for the support of my wife and my minor children after the term of years above mentioned expires then the said boats can be sold and the proceeds of said sale can be applied in any manner my wife desired.

And lastly I do hereby constitute and appoint Helen May Webster my beloved wife to be sole executrix of this my last will and testament, revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other, to be my last will and testiment.

In testimony whereof, I hereto set my hand and seal, this 24th day of May in the Year Nineteen Hundred and Thirteen.

John H. Webster (SEAL)

Signed sealed, published and declared,

by the above named John H. Webster as and

for his last will and testiment, in our presence, who, at his request, in his presence and in presence, of each other, have hereto set our hands, as witnesses hereto

Ada F. Ford (SEAL)
Charles W. Ringgold (SEAL)
Lottie G. Ringgold (SEAL)

SOMERSET COUNTY, to wit: December 20, 1922.

THEN CAME H. May Webster and in the presence of Almighty God, solemnly promised and declared that the foregoing instrument of writing is the true and whole last Will and Testament of John H. Webster, late of Somerset County, deceased, that hath come to her hands or possession, and the she doth not know of any other and that the same was delivered to her by the testator.

Before Hardy B. Cullen, Register of Wills for Somerset County.

SOMERSET COUNTY, to wit:

THEN CAME Ada F. Horseman, formerly Ada F.Ford on December 15th, 1922 and on December 20th 1922 came Lottie G. Ringgold two of the subscribing witnesses to the foregoing Last Will and Testament of John H. Webster, late of Somerset County, deceased, and each in the presence of Almighty God, Solemnly promised and declared that they did see the Testator therein named, sign and seal this Will; that they heard him publish pronounce and declare the same to be his last Will and Testament. That at the time of his so doing, he, was, to the best of each of their apprehension of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that they subscribed their names as witnesses to this Will in the presence, and at the request of the Testator, and in the presence of the other subscribing witnesses thereto further deposed that they saw Charles W. Ringgold subscribe his name as witness to this Will in the presence and at the request of the Testator.

Before Hardy B. Cullen, Register of Wills for Somerset County.

STATE OF MARYLAND, SOMERSET COUNTY, ss:

On the 20th day of December 1922, came Lottie G. Ringgold, and in the presence of Almighty God, solemnly declared that she is familiar with the handwriting of Charles W. Ringgold one of the attesting witnesses to the last Will and Testament of John H. Webster late of said county, deceased, and she verily believes that the signature of the said Charles W. Ringgold, as so written, is the true and genuine signature of the said Charles W. Ringgold, who is now dead.

Before Hardy B. Cullen, Reg. W. S. Co.

STATE OF MARYLAND, Sct.

IN THE ORPHANS' COURT FOR SOMERSET COUNTY:

I having carefully examined the above last Will and Testament of John H. Webster, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 29th. day of December 1922 that the same be admitted as the true and genuine last Will and Testament of the said John H. Webster deceased.

Test: Hardy B. Cullen, Reg. W.S.Co.

Filed for record December 18th, 1922 and recorded in Liber L. R. # 32 folio 242.

Test: ,Reg. W.S.Co.

STATE OF MARYLAND, SOMERSET COUNTY, ss:

I, Forence 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 Will of John H. Webster, late of said county, deceased, taken from Liber L. R. No. 32 folio 242 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 twenty-sixth day of July in the year of our Lord, nineteen hundred and thirty-seven.

SEAL OF COURT

Florence E. Dryden
Register of Wills for Somerset County.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones, Anne Webster 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 Henry Northam Webster and others 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 5th day of July, Anno Domini 1937 ISSUED the 26th day of July Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Sarah Jeannete Daniel Frank Daniel, Monnie Jones Elizabeth Webster 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 Henry Northam Webster and others 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 5th day of July Anno Domini 1937 ISSUED the 26th day of July Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Margie E. Brown and Bernard Brown, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in August next to answer the complaint of Henry Northam Webster and others 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 5th day of July Anno Domini 1937 ISSUED the 26th day of July Anno Domini 1937

Per order,

J. Millard Tawes, Clerk.

At which said First Monday in August, in the year nineteen hundred and thirty-seven, and the day of the return of the above recited writs, came again into Court here the said complainants by their solicitor, and the Sheriff of Somerset County, William H. Dryden, and the Sheriff of Baltimore City, Joseph C. Deegan, to whom the writs aforesaid were, 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 Helen Jones, Marian Jones, Phyllis Jones infants summoned & copy left with said infants & copy left with Monnie Jones, father of said infants, and Anne Webster, infant summoned & copy left with Eliz. Webster, mother of said infant & with said infant. John Jones, Lucille Jones & Mary Louise Jones, non est.

W. H. Dryden, Sheriff.

To the second of said writs: Summoned severally and copy left.

W. H. Dryden, Sheriff.

W. T. H.

To the third of said writs: Summoned ambo and a copy of the process left with each defendant.

Friedman 7/28/37 Joseph C. Deegan, Sheriff.

And thereafter, to wit, the following answer was filed, to wit:

Henry Northam Webster, et al	)	No. 5061 Chancery
vs.	)	Circuit Court for
Sarah Jeanette Daniel, et al	)	Somerset County, Maryland.

- - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of the defendants, Sarah Jeanette Daniel, Frank Daniel, her husband, and Monnie Jones, to the bill of complaint against them and others in the above cause exhibited, respectfully shows:

1. That these defendants admit the matters and facts set forth in the first, second, third, fourth and sixth paragraphs of said bill of complaint.

2. Answering the fifth paragraphs of said bill of complaint, these respondents admit that the said John H. Webster never had any child or descendant by the name of Mary H. Webster, and that the youngest child of said John H. Webster was the plaintiff, Henry Northan Webster, but as to whether the name Mary H. Webster in the will of the said John H. Webster was intended by the testator for Henry Northan Webster these respondents have no knowledge, and therefore neither admit nor deny the allegations in said fifty paragraph of said bill with respect thereto but demand full proof thereof.

These respondents pray that they be hence dismissed with their proper costs.

AND, AS IN DUTY BOUND, etc.

Geo. H. Myers

Solicitor for Sarah Jeanette Daniel,
Frank Daniel and Monnie Jones.

And thereafter to wit, the following subpoena was issued, to wit:

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

TO Lucille Jones, Mary Louise Jones, infants, 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 Henry Northan Webster 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 5th day of July Anno Domini 1937 ISSUED the 14th day of August Anno Domini 1937.

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 by reading summons to Lucille Jones and Mary Louise Jones, infants and a copy of the process left with each infant, also copies of the process left with Frances H. Mitchell, Agent of Nursery Childs Hospital, party having care of said infants named in writ.

Liberto 8/30/37. Joseph C. Deegan, Sheriff.

And thereafter to wit, the following subpoena was issued, to wit:

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

TO John Jones, infant, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in October next to answer the complaint of Henry Northan Webster against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS the Honoralbe BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 6th day of September, Anno Domini 1937 ISSUED the 24th day of September Anno Domini 1937.

Per order, J. Millard Tawes, Clerk.

At which said first Monday in October, 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 aforesaid, 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 by reading Summons to John Jones infant and copy of the process left with said infant also copy of the process left with Harlon Jones, Brother of and party having care of Infant named in writ.

Brozoski 9/29/37 Joseph C. Deegan, Sheriff.

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

Leila B. Thomas, et. als.	)	No. 5061 Chancery
vs.	)	In the Circuit Court for
Sarah Jeanette Daniel et als.	)	Somerset County, in Equity.
	)	

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

The petition of the Complainants respectfully represent:

That Sarah Jeanette Daniel and Frank Daniel, her husband, and Monie Jones, adult defendants in the above entitled cause, have been duly summoned to appear in said cause, and have appeared herein and have filed an answer by their attorney in this cause; that Margie E. Brown and Bernard Brown, her husband, adult defendants, have been duly summoned to appear in said cause to the bill of complaint but have failed to appear and answer said bill of complaint within the time prescribed by the rules of this Court; and that the infant defendants, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster, have been duly summoned to appear in said cause and have appeared and answered said billof complaint by a guardian ad litem duly appointed by this Court.

The Complainants therefore pray this Honorable Court that the billof complaint in this cause may be taken pro-confesso against the said Margie E. Brown and Bernard Brown, her husband, so failing to appear and answer said bill of complaint.

AND the complaints further pray that leave may be granted to the parties to this cause to take testimony in this cause before one of the standing examiners of this Court or before a Special Examiner duly appointed by this Court.

Harry C. Dashiell

Solicitor for Complainants.

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

It appearing in the above entitled cause, that Sarah Jeanette Daniel and Frank Daniel, her husband, and Monie Jones, adult defendants, have been duly summoned and have filed their answer

by an attorney in said cause; that Margie E. Brown and Bernard Brown, her husband, adult defendaants, have been duly summoned and have failed to appear and answer the bill of complaint in said cause; and that the infant defendants, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster have been duly summoned to appear in said cause.

It is thereupon this first day of October, nineteen hundred and thirty seven, upon the aforegoing petition, adjudged, ordered and decreed, by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Margie E. Brown and Bernard Brown, her husband, adult defendants, who have been duly summoned to appear but have failed to appear and answer the bill of complaint filed in said cause.

James M. Crockett, Judge.

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

Leila B. Thomas et. als.	)	No. 5061 Chancery
vs.	)	In the Circuit Court for
Sarah Jeanette Daniel et. als.	)	Somerset County, in Equity.
	)	

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

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

That Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster, all infant defendants in the above entitled cause, have been duly summoned in said cause, but being infants they can not answer and defend this suit for themselves, and have no guardian to answer and defend for them.

The Complainants therefore pray your Honor 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.

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

UPON the aforegoing petition, it is ordered by the Circuit Court for Somerset County, in Equity, this 22nd day of October, nineteen hundred and thirty seven, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Helen Jones, John Jones, Phyllis Jones, Marian Jones, Lucille Jones, Mary Louise Jones and Anne Webster, infant 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 several answer of Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster, by James R. Stewart, guardian ad litem, duly appointed by the Circuit Court for Somerset County, to the bill of complaint of Leila B. Thomas and others against them and others in the said Court exhibited.

These defendants and each of them for answer to the bill of complaint, by their said guardian ad litem, answer and say, that being ignorant of the matters and things charged in said bill of complaint, they can not admit any of the allegations of the bill of complaint, but submit their rights thereunder to the protection of this Honorable Court.

And as in duty bound etc.

James R. Stewart.
Guardian ad litem.

And thereafter, to wit, on the twenty-second day of October, in the year nineteen hundred and thirty-seven, the Court here passed the following order, to wit:

Leila B. Thomas et. als.	)	No. 5061 Chancery
vs.	)	In the Circuit Court
Sarah Jeanette Daniel, et als	)	for Somerset County,
	)	In Equity.

It appearing in the above entitled cause, that the infant defendants in said cause, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster have been duly summoned to appear in said cause and have appeared and answered said bill of complaint by a guardian ad litem duly appointed by this Court, and it further appearing that the other defendants to said cause have been duly summoned to appear therein.

IT IS THEREUPON, this 22nd day of October, nineteen hundred and thirty seven, adjudged, ordered and decreed, by the Circuit Court for Somerset County, in Equity, that leave be and it is hereby granted to the parties to this cause to take testimony in support of the allegations of the bill of complaint before one of the standing examiners of this Court or before a Special Examiner duly appointed by this Court.

And, since it appears that Harry C. Dashiell, a standing examiner of this Court, is the solicitor for the complainant in this cause, it is further ordered that Eunice Pilchard be and she is hereby appointed Special Examiner to take the testimony in said cause.

James M. Crockett, Judge.

And afterwards, to wit, on the twenty-seventh day of October, in the year nineteen hundred and thirty-seven, Eunice Pilchard, Special Examiner in Chancery, made return thereof to the Court here in the words following, to wit:

Leila B. Thomas et als	)	No. 5061 Chancery
vs.	)	In the Circuit Court
Sarah Jeanette Daniel, et als	)	for Somerset County,
	)	in Equity.

In the above entitled cause, an order having been passed for the taking of testimony in support of the allegations of the said bill of complaint, and George H. Myers, solicitors for three of the defendants in said cause having waived his right to be present at the taking of said depositions, 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, Maryland, on Wednesday, the twenty seventh day of October, nineteen hundred and thirty seven, in the presence of Mr. Dashiell, the solicitor for the complainants, I did take the following depositions, that is to say:

H. Cooper Thomas, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. H. Cooper Thomas; age 38 years; residence, at Wenona, on Deals Island, in Somerset County, State of Maryland; occupation waterman.

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

Ans. I know all of the parties to this cause, both the plaintiffs and defendants, and have known them all of their lives or my life as the case may be. My wife is Leila B. Thomas and the other parties constitute the heirs at law of her father, the late John H. Webster. All of the parties to this cause reside in on Deals Island, in said Somerset County, except Margie E. Brown and Bernard Brown, her husband, and John Jones, who were residing in Baltimore City at the time this suit was filed and are still there. All of said parties are of full age of twenty one years except Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster, all of whom are minors under the age of twenty one years.

Int. 3 Did you know John H. Webster in his life time? If yea is he living or dead? If dead, when did he die? Did he or not die intestate and who are his devisees if be left a will?
Ans. I did know John H. Webster in his life time. He was my wife's father. He died at his home at Wenona in the month of November, nineteen hundred and twenty two. He left a last will and testament, which has been duly admitted to probate in the office of the Register of Wills for said Somerset County.
Int. 4 I show you here a paper and ask you if you can state what it is?
Ans. Yes, the paper now shown me is a certified copy of the last will and testatement of Mr. John H. Webster.

(Plaintiffs herewith files to be used as evidence in this cause certified copy of said last will and testament marked Exhibit "A").

Int. 5 Please state what real estate if any, did the said John H. Webster leave at the time of his death, and please state if and in what manner said real estate is devised under the will which you have just filed?
Ans. The only real estate that John H. Webster left at the time of his death is his home place where he died. It contains about 1 1/4 acres of land and is is improved by a two story, frame, eight room dwelling, and two small out buildings. It is located on the west side of the County road leading through said Island to Wenona and is bounded on the north by the land of Monnie Jones and on the south by the land of Charles White. This property was conveyed to John H. Webster by George N. Vetra and others by deed dated February 19, 1887, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 5 folio 83 etc. This property in my opinion is worth about $500.00.

In the will of Mr. Webster which has been shown me the above home place was left to his widow, Helen May Webster, for life, and at her death the will provides that this property should go to my children, namely, Helen I. Webster, Margie E. Webster, Sarah J. Webster, Leila B. Webster, Horace B. Webster and Mary N. Webster, in equal portions, share and share alike".

Mr. Webster died as I have stated in November, 1922, and his widow, Helen May Webster, died July 5, 1936. The other devisees named in said will or their descendants are the parties to this suit, except the devisee called Mary N. Webster, that is to say: Leila B. Wenster is my wife and we are plaintiffs in this cause; Sarah J. Webster married Frank Daniel and they are two of the defendants in this cause; Margie E. Married Bernard Brown and they are two of the defendants in this cause. Horace B. Webster was a son of Mr. John Webster and Horace died in 1931, intestate, leaving a widow Elizabeth Webster, an adult, and a daughter, Anne Webster, an infant, surviving him and both of them are defendants in this cause; and the devisee, Helen I. Webster, a daughter, married Monnie Jones, and she died in 1932 intestate, leaving her husband surviving her and leaving the following children surviving her, all of whom are minors, viz: Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones and Mary Louise Jones. Monie Jones and all all of the children of the said Helein I. Jones, deceased, are parties defendant in this cause.
Int. 6 The last will of John H. Webster refers to one of his said children as Mary N. Webster, please state if the said John H. Webster ever had a child by that name or a similiar name, and if not, to what child in your opinion does the will refer?
Ans. I knew all of the children of John W. Webster, as we were all about the same age and were raised practically as neighbors at Wenona, on Deals Island. Of the group of Mr. Webster children, the three youngest were my wife, then Horace and the last and youngest Henry Northam Webster. As far as my knowledge or recollection goes he never had a child by the name of Mary N. Webster and that is the same statement of the matter made by my wife and all of her brother and sisters. Furthermore at the time the will was made he had no grand children named Mary N. Webster.

You will notice that the will was made in 1913, and at that time Henry Northan was very young. I think Mr. Charlie Ringgold who then lived on Deals Island wrote this will for Mr. Webster

and simply made a mistake in naming this youngest child. It is my opinion that the will refers to Henry Northan Webster called in error Mary N. Webster. This is theonly explanation that I can give of what is certainly an error in the will. Henry Northan Webster married Pearl Watson Webster and both of said parties are plaintiffs in this cause.

Int. 7 State whether or not the said real estate can be divided in kind or whether or not it will be for the benefit of the parties to this cause to sell said real estate and divided the proceeds among them?

Ans. It can not be divided in kind. There is only a dwelling and a building lot and it can not be divided among so many heirs or devisees. The only thing therefore to do is to sell the whole property and divide the proceeds among the parties in interest.

Court question and answer:

"There is nothing further".

Test: Eunice Pilchard. Cooper Thomas.

Roland Bozman, a witness of lawful age, being first duly sworn deposing says:

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

Ans. Roland Bozman; age 61 years; residence at Wenona on Deals Island; occupation waterman.

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

Ans. I know all the parties to this suit and have known them all of my life. They were all born and raised near my home at Wenona, and all live their now, except Margie E. Brown and Bernard Brown, her husband, and John Jones all of whom live in Baltimore City, Maryland. All of the parties are adults above the age of 21 years, except Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones and Anne Webster.

Int. 3 Did you known John H. Webster? Is he living or dead? If dead, when did he die? Did he or not die testate?

Ans. I did know John H. Webster and had known him for many years before his death. He died in the Fall of 1922, and I have always understood that he left a last will and testament, in which will I have always understood that he left his home place to his wife, Helen May Webster for her life and then to their children after her death:

Int. 4 Please state what real estate the said John H. Webster owned at the time of his death. Give its location and State its value?

Ans. The only real estate that he left was the place where he lived. It is located on the west side of the County Road leading to Wenona, bounded on the North by the land of Monnie Jones and on the south by the land of Charlie White. It contains about 1 1/4 acres of land and is improved by a rather large frame two story dwelling. It is worth about $500.00 or $600.00.

Int. 5 In the willof John H. Webster which has been filed by the previous witness, he devises his home place to his wife, Helen May Webster, for life, and then to his children, Helen I. Webster, Margie E. Webster, Sarah J. Webster, Leila B. Webster, Horace B. Webster and Mary N. Webster, please state if you know these devisees, are they living or dead and state their ages.

Ans. I know all these parties, except Mary N. Webster, Mr. Webster widow was Helen May Webster, who died in the summer of 1936. His daughter, Margie E. married Bernard Brown and they live in Baltimore; Sarah J. married Frank Daniel and they live at Wenona; Leila B. married H. Cooper Thomas and they live at Wenona; Helen I. Webster married Monnie Jones and she died several years ago, leaving surviving her her husband and the following minor children, Helen Jones, John Jones, Marian Jones, Phyllis Jones, Lucille Jones, Mary Louise Jones; his son Horace Webster died several years ago leaving a widow Elizabeth Webster and one infant daughter, Anne Webster surviving him.

Now the will refers to another child called Mary N. Webster but I never knew Mr. Webster to have any child by this name. His two youngest children were boys. Horace and Henry Northam. At the time ~~of~~ his will was made he had no grand child named Mary N. Webster, and in my opinion,

there was an error made in the writing of the will and by mistake the youngest child was referred to as Mary N. when it should have been Henry Northan Webster. I know Henry Northan Webster. He is the youngest child of John H. Webster and he married Pearl Watson Webster. They are both adults.

Int. 6 Please state whether or not the real estate that you have described can be divided in kind or whether or not it will be necessary to sell said real estate and divide the proceeds among the parties in interest?

Ans. This property can not be divided in kind so that each one of so many devisees would have an equal share. This would be impossible. The only thing therefore to do is to sell the whole property and divide the proceeds among the parties in interest.

Court question and answer:

" Nothing more".

Test: Eunice Pilchard. Roland Bosman

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 27th day of October, nineteen hundred and thirty seven.

Eunice Pilchard (SEAL)
Special Examiner in Chancery

Bill of Costs:

Eunice Pilchard	Special Examiner	$ 4.00
Roland Bozman	witness & mileage	1.55
		$ 5.55

I, George H. Myers, solicitor for three of the defendants in the above entitled cause, viz, Sarah J. Daniel and Frank Daniel, her husband and Monnie Jones, hereby waive my right to be present at the taking of the above depositions and consent that the said testimony shall be taken before the Special Examiner without my presence or participation therein.

Geo. H. Myers
Solicitor for Monnie Jones and Sarah J. Daniel and husband.

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

Leila B. Thomas, et als.	)	No. 5061 Chancery
vs.	)	In the Circuit Court
Sarah Jeanette Daniel etals	)	for 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 first day of December, nineteen 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 be sold.

That Harry C. Dashiell be and he is hereby appointed Trustee to make such sale; and the course and manner of his proceedings shall be as follows:

He shall first filed in the office of the Clerk of the Circuit Court in Equity a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk, in the penalty of fifteen hundred dollars, if individual surety or sureties, or one-half of said penal sum if corporate surety, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order 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 somenewspaper printed and published in said County, and such further 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, and the balance of the purchase money to be paid in six months from the day of sale, the deferred payment to bear interest from the day of sale, and the payment ther of to be secured by the bond of the purchaser or purchasers, with a surety or surities, 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 and to his, her or their heirs or assigns, the property to him, her or them sold, free, clear and discharged of all claims to the parties to this cause, and of any person or persons claiming, by from or under them. And the said Trustees shall bring into this Court the money arising from such 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 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 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 Law of the State of New York, surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of one thousand dollars ($1000.00) to be paid to the said State of Maryland, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this first day of December, nineteen hundred and thirty seven.

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 real estate mentioned in the proceedings, in the suit of Leila B. Thomas et. als. against Sarah Jeanette Daniel, et. als. pending in said Court, the same being No. 5061 Chancery on the docket of the 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)
PRINCIPAL

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 thirtieth day of December, 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:

Leila B. Thomas, et al	)	No. 5061 Chancery
vs.	)	In the Circuit Court
Sarah Jeanette Daniel, etal	)	for 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 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 at Princess Anne, in said county, on Tuesday, the 28th day of December, 1937, at or about the hour of 2 o'clock P. M., and did then and there proceed to offer said real estate for sale at public auction as follows, that is to say:

Your said Trustee offered all that tract or parcel of land at Wenona, in Deals Island Election District, in said Somerset County, and State of Maryland, lying and binding on the West side of the County road leading through Deals Island to Wenona bounded on the North by the land of Monnie Jones and on the South by the land of Charles White, whereon the late John H. Webster resided in his life-time containing 1-1/4 acres more or less, and being the same land which was conveyed unto the said John H. Webster by George N. Vetra, et al, by deed dated February 19, 1887, and recorded among the land records of said Somerset County, in Liber H. F. L. No. 5, folio 83. This property is improved by a two story frame, eight room dwelling and two small out-buildings.

And your said Trustee sold said real estate as above described to Ralph James Webster and Ella Frances Webster, his wife, they being the highest and best bidders therefor, at and for the sum of five hundred fifty dollars ($550.00), and the said purchasers have complied with the terms of said sale by paying all of the purchase money in cash.

All of which is respectfully submitted.

Harry C. Dashiell

Trustee

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 30th day of December, 1937, 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 sale, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

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:

Leila B. Thomas, et al	)	No. 5061 Chancery
vs.	)	In the Circuit Court
Sarah Jeanette Daniel, et al	)	for Somerset County
_____	)	in Equity.

Ordered that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of January, 1938, provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 26th day of January, 1938.

The report states the amount of sale to be $550.00.

J. Millard Tawes,
Clerk.

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

Leila B. Thomas, et al.	)	No. 5061 Chancery
vs.	)	In the Circuit Court
Sarah Jeanette Daniel, et al	)	for Somerset County
_____	)	in Equity.

Ordered by the Circuit Court for Somerset County, in Equity, this 31st day of January, 1938, 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 ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been give as required by the order nisi passed in this cause.

And be it further ordered 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 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 July, being the first day of the same month, in the year of our Lord one thousand nine hundred and thirty-five.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Associate Judge.
Hon. T. Sangston Insley, Associate Judge.
J. Millard Tawes, Clerk.

William H. Dryden, Esq., Sheriff.

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

L. PAUL EWELL,
Ex Parte

Trust created under mortgage from Joseph Sigrist and Verena A. Sigrist, his wife, to William T. Mason and Charles L. Mason.

Be it remembered that heretofore to wit, on the twenty-fourth day of October, in the year nineteen hundred and thirty-four, a certain L. Paul Ewell, of Worcester County and State of Maryland, in his proper person, exhibited and filed in the Circuit Court here the original of a certain mortgage executed and delivered to William T. Mason and Charles L. Mason, by a certain Joseph Sigrist and Verena A. Sigrist, of Somerset County and State of Maryland, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 24th day of December, in the year nineteen hundred and twenty-four, by Joseph Sigirst and Verena A. Sigrist, his wife, of Somerset County, Maryland.

WHEREAS the said Joseph Sigrist is indebted unto William T. Mason and Charles L. Mason of Worcester County, Maryland, in the sum of Thirty-five Hundred Dollars ($3500.00) for the purchase price of the farm or tract of land hereinafter mentioned and hereby mortgaged which was conveyed to the said Joseph Sigirst from the said William T. Mason et al as hereinafter set forth and the said Joseph Sigirst and Verena A. Sigrist, his wife, have executed their bill obligatory of even date herewith for the said sum of thirty-five hundred dollars ($3500.00) payable to the said William T. Mason and Charles L. Mason twelve months after date with interest from date until paid, and to secure the payment of which, principal and interest, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollar the said Joseph Sigrist and Verena A. Sigrist, his wife, do hereby grant and convey unto the said William T. Mason and Charles L. Mason, their heirs and assigns, all that farm or tract of land situate, lying and being in Dublin Election District, Somerset County, Maryland, near Costen Station and on the South side of the old county road leading from Pocomoke City to Green Hill adjoining the land of Thomas G. Nock (formerly owned by Edward F. Wilson) the lands of Charles L. Jones (formerly the Robert W. Cluff home place) the lands of Robert L. Cluff (formerly a part of the Robert W. Cluff lands) the lands of Francis M. Wilson and the tract of land formerly owned by George W. Stuck, containing one hundred and twenty (120) acres, more or less, being all and the same farm or tract of land conveyed to the said Joseph Sigrist from the said William T. Mason et al by deed dated 24th day of December, 1923, reference to which and the references therein contained, special reference is hereby made for a more particular description of the property hereby mortgaged.

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

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

Joseph Sigrist (SEAL)
Verena A. Sigrist (SEAL)

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I HEREBY CERTIFY, That on this 24th day of December, in the year nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County personally appeared Joseph Sigrist and Verena A. Sigrist the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me L. Paul Ewell, agent of the mortgagees, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and the said L. Paul Ewell also made oath as aforesaid that he is agent of the mortgagees duly authorized to make this affidavit.

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

Cynthia Ardis SEAL OF
Notary Public NOTARY

Received for Record January 6th, 1925, and recorded in Liber W. J. S. No. 89, folio 38 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For value received, we hereby assign the aforegoing mortgage to the Salisbury National Bank as collateral security. Witness our hands and seals this 18th day of September, 1931.

Test: Willie T. Mason (SEAL)

M. L. Veasey. Charlie S. Mason (SEAL)

The Salisbury National Bank, of Salisbury, Maryland, a body corporate of the United States of America, hereby assigns the within mortgage to Wm. T. Mason and Charles L. Mason, their respective personal representatives or assigns, without recourse to it in any event.

As Witness the corporate seal of said The Salisbury National Bank and the hand of its Vice President, attested by its Assistant Cashier, this 18th day of May, 1932.

ATTEST: Jay Williams

CORPORATE

Howard H. Ruark Vice President.

SEAL

Assistant Cashier.

Filed for Record September 22nd, 1931, and recorded in Liber W. J. S. No.89, folio 38.

Test: J. Millard Tawes, Clerk.

And thereupon the said L. Paul Ewell, Attorney, filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, L. Paul Ewell, principal, of Pocomoke City, Worcester County, Maryland, and United States Fidelity And Guaranty Company, a Maryland corporation, with its principal office in the City of Baltimore, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars ($2000.00) to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, admininistrators, successors and assigns, jointly and severally, firmly by these present. Sealed with our seals and dated this 31st day of October, 1934.

WHEREAS the above bounden L. Paul Ewell, by virtue of the power contained in a mortgage from Joseph Sigrist and Verena A. Sigirst, his wife, to William T. Mason and Charles L. Mason, dated December 24, 1923, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 89, folios 38, etc., is about to sell the land and premises described in said mortgage as attorney named therein for foreclosure, default having been made in the payment of the debt therein specified, and the conditions and covenants therein contained.

NOW THE CONDITION of the above obligation is such that if the above bounden L. Paul Ewell does and shall well and truly and faithfully perform the trust reposed in him under and by virtue of the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof,

then the above obligation to be void, otherwise to remain in full force and virtue in law.

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

Cynthia Ardis. — CORPORATE SEAL — UNITED STATES FIDELITY & GUARANTY CO., BY L. Paul Ewell Attorney in Fact, Surety.

Which said bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

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

L. Paul Ewell, Ex Parte.	)	In the Circuit Court for
Trust created under mortgage from Joseph Sigrist and Verena A. Sigrist, his wife, to William T. Mason and Charles L. Mason.	)	Worcester County, Maryland.
	)	No. 4626 Chancery.
	)	
	)	

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, Attorney named for foreclosure in a mortgage from Joseph Sigrist and Verena A. Sigrist, his wife, to William T. Mason and Charles L. Mason, dated December 24, 1923, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 89, folios 38, etc., shows:

That after giving bond with security approved by this Court for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and by said mortgage, and by giving notice of the time, place, manner and terms of sale by advertisement published in the Somerset News, a newspaper published at Princess Anne, Somerset County, Maryland, in four successive issues twenty days before the day of sale, as provided by said mortgage and by notice put up in front of the Court house door in the town of Princess Anne at least twenty days before said sale, as well as other notices by hand billls circulated, your attorney, in pursuance of said notices attended on the premises conveyed by said mortgage on Saturday, November 24, 1934, at the hour of ten o'clock in the morning and then and there offered for sale at public auction to thehighest bidder for cash, all that farm or tract of land situate, lying and being in Dublin Election District, Somerset County, Maryland, near Costen Station and on the south side of the old county road leading from Pocomoke City to Green Hill, adjoining the lands of Thomas G. Nock (formerly owned by Edward F. Wilson), the lands of Charles L. Jones (formerly the Robert W. Cluff Home Place), the lands of Robert L. Cluff (formerly a part of the Robert W. Cluff lands), the lands of Francis M. Wilson and the tract of land formerly owned by George W. Stuck, containing 120 acres of land, more or less, being all and the same farm or tract of land conveyed to said Joseph Sigrist from the said William T. Mason and Charles L. Mason and their respective wives, by deed dated December 24, 1923, and being all and the same property by the aforesaid mortgage conveyed and sold the same to William T. Mason and Charles L. Mason, partners trading as Mason Brothers, at and for the sum of two thousand dollars ($2000.00), they being then and there the highest bidders therefor.

Respectfully submitted,

L. Paul Ewell,
Attorney.

State of Maryland, County of Worcester, to wit:

I hereby certify, that on this 11th day of December, A. D. 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, residing at Pocomoke City,

personally appeared L. Paul Ewell, attorney as aforesaid, and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Cynthia Ardis SEAL OF
Notary Public NOTARY

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

L. Paul Ewell, ex parte,	)	In the Circuit Court for
Trust created under mortgage from Joseph Sigrist and Verena A. Sigrist, his wife, to William T. Mason and Charles L. Mason.	)	Worcester County, Maryland.
	)	No. 4626 Chancery.
	)	
	)	

Ordered this 24th day of December, A. D. 1934, by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of the real estate mentioned in these proceedings made and reported by L. Paul Ewell, attorney named for foreclosure, in a mortgage from Joseph Sigrist and Verena A. Sigrist, his wife, to William T. Mason and Charles L. Mason, dated December 24, 1923, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 89, folios 38, etc., be ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of January, 1935, provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once a week for three successive weeks before the 22nd day of January, 1935.

The report states the amount of sales to be $2000.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 14th day of August, in the year nineteen hundred and thirty-five, comes again into this Court here the said Attorney and on motion of the said Attorney the Court here passed the following order, to wit:

Ordered, by the Circuit Court for Worcester County, Maryland, in Equity, this 14th day of August, 1935, that the sale made and reported by L. Paul Ewell, attorney as aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the order nisi passed in said cause and the said L. Paul Ewell is hereby allowed the usual expenses incident to said sale (not personal), including commissions according to the Equity rules in such case made and provided.

James M. Crockett, Judge.

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

Per: J. Millard Tawes, Clerk.

"""

State of Maryland, Somerset County, to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County, on the first Monday in September, being the second dayof the same month, in the year of our Lord one thousand nine hundred and thirty-five.

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

Roy D. White, Ex parte
Trust created by Deed of Trust from Harry T. Sargent and wife to Roy D. White, Trustee.

Be it remembered that heretofore to wit, on the fifth day of July, in the year nineteen hundred and thirty-five, a certain Roy D. White, Trustee, of Parksley and Accomac, Virginia, in his proper person, exhibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to Roy D. White, Trustee for Margaret L. White, by a certain Harry T. Sargent and C. Bertie Sargent, of Somerset County, State of Maryland, which said original of mortgage is in the words following, to wit:

THIS DEED made this 14th day of November, 1923, between Harry T. Sargent and C. Bertie Sargent, his wife, of Somerset County, Maryland, parties of the first part, and Roy D. White, Trustee, as hereinafter mentioned, of Parksley, Virginia, party of the second part.

WITNESSETH that the said parties of the first part for and in consideration of the sum of One Dollar to them in hand paid by the said Roy D. White, Trustee, at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, do hereby grant, with general warranty of title, unto the said Roy D. White, Trustee, the following described tract or parcel of land in Dublin District of Somerset County, Maryland, commonly known as a part of "Middlesex" on the County Road known as the Bowland Road on the western or southwestern side thereof, and binding thereon and containing, one hundred (100) acres, more or less, and bounded as follows: On the northeast, by the aforesaid"Bowland Road"; on the southeast, by the land of Wade H. Crowson; on the southwest, by the land of George Johnson and Margaret Johnson, and on the northwest, by a large ditch dividing it from the land of Harold Littleton, and for a more particular description reference is hereby made to deed to Augustus Parker and Wade H. Crowson from Harold C. Mills and Edna E. Mills, his wife, bearing date on the 12th day of December, 1913, and of record among the land records of Somerset County in Liber S. F. D. No. 65 folios 333-5.

IN TRUST to secure to Margaret L. White the following bonds, payable on demand bearing legal rate of interest from December 30th, 1923, until paid, waiving the benefit of the Homestead and of even date with this deed:

1st: One for the Principal sum of One Thousand ($1,000.00) Dollars.
2nd. One for the Principal sum of Twenty-Three Hundred ($2300.00) Dollars.
3rd. One for the Principal sum of One Thousand ($1,000.00) Dollars.
4th. One for the Principal sum of Five Hundred ($1000.00) Dollars.
5th. One for the Principal sum of Two Hundred ($200.00) Dollars.
6th. One for the Principal sum of Six Hundred ($600.00) Dollars.

making a total of Fifty Six Hundred ($5600.00) Dollars secured by this deed.

In the event that default shall occur in the payment of said bonds, or any of them, principal or interest at the request of the holder of said bonds or any of them, then the said trustee shall proceed to sell the said land herein described after giving at least 20 days notice of the time, terms and place of sale, the same to be as the said trustee shall deem best for the interest of all parties then concerned and it is expressly understood that in the event that a sale shall be made of said premises the said trustee shall receive a commission of 5% of the

gross sales.

It is also expressly understood that the building on said land shall be insured in some good and solvent fire insurance Company for at least the sum of $1000.00 with loss, if any, payable to Roy D. White, Trustee, as his interest may appear, and if the grantor fails to so insure, the said Trustee shall have same insured and the cost will become a charge of said property.

Witness the following signature and seal the day and year first above written.

Harry T. Sargent (SEAL)

C. Bertie Sargent. (SEAL)

State of Maryland, Worcester County, to-wit:

I hereby certify that on this fourth day of July, 1924, before me, the subscriber, a notary public of the State of Maryland, in and for Worcester County, personally appeared Harry T. Sargent and C. Bertie Sargent, and acknowledged the aforegoing deed to be their respective act and deed, and at the same time and place personally appeared Roy D. White, Trustee and made oath that the amount set forth in the foregoing deed is just and true and that he will not require the grantors, their heirs or assigns or Attorney to pay the tax levied on the interest covenanted to be paid during the existance of this deed.

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

Eugene S. Maddox SEAL OF

Notary Public NOTARY

Received for Record July 19, 1924, and recorded in Liber W. J. S. No. 90, folio 548 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said Roy D. White, Trustee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that Roy D. White, principal, of Accomac County and State of Virginia, and the American Surety Company of New York, surety, a corporation created and existing under the law of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3000.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, firmly by these presents, sealed with our seals and dated this 3rd day of July, nineteen hundred and thirty five.

WHEREAS the abofe bounde, Roy D. White, by virtue of a power contained in a Deed of Trust, from Harry T. Sargent and C. Bertie Sargent, his wife, to the said Roy D. White, dated the 14th day of November, nineteen hundred and twenty three, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 90, folio 248 545 et is authorized and empowered to sell the property described in said Deed of Trust, in case of default being made in any of the covenants contained therein and whereas such default has occured and the said Roy D. White is about to execute the power vested in him in said Deed of Trust.

NOW THEREFORE THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounde, Roy D. White, do and shall, well and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of property conveyed by said deed of trust or in relation to the disposition of the proceeds of sale thereunder, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY whereof the above bounde, Roy D. White, 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: H. D. Lilliston Roy D. White (SEAL)

TEST: S. Frank Dashiell CORPORATE AMERICAN SURETY COMPANY OF NEW YORK

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 sixth day of August, 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 aforesaid filed, are in the words following, to wit:

Roy D. White, Trustee,	)	No. 4718 Chancery
Ex-parte under power in deed of trust from Harry T. Sargent and C. Bertie Sargent, his wife	)	In the Circuit Court
	)	for Somerset County,
	)	in Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sales of Roy D. White, Trustee under a deed of trust made and executed by said Harry T. Sargent and C. Bertie Sargent, his wife, to the said Roy D. White, dated the fourteenth day of November, nineteen hundred and twenty-three, and recorded among the land records of Somerset County, State of Maryland, in Liber W. J. S. No. 90, folio 248, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said deed of trust, or some other covenant or condition of said deed of trust whereby the said 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 deed of trust 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 three weeks before the day of sale and by handbills set up at the Court House door in said County and also by handbills circulated in said County and else where, the said Trustee did pursuant to said notice attend at the Court House door in Princess Anne, in Somerset County, Maryland, on Tuesday, the 30th day of July, nineteen hundred and thirty-five, at or about the hour of 2 o'clock P. M. and then and there proceed to sell said real estate, as follows;

Your said trustee offered all that farm or tract of land situate in Dublin Election District, in Somerset County, Maryland, commonly known as a part of "Middlesex", lying and binding on the western and southwestern side of the County Road known as the Bowlands Road, and adjoining the lands of William G. Lankford and W. Anderson, and the land formerly owned by George Johnson and bounded on the northwest by a large ditch and containing one hundred acres, more or less, and being the same land which was conveyed unto the said Harry T. Sargent by Augustus Parker and others by deed dated thirtieth day of December, nineteen hundred and fourteen, and recorded among the land records of said Somerset County in Liber W. J. S. No. 67, folio 508, and which said property is improved by a dwelling house, barn and outbuildings; and sold the same to O. Pittman Carey of said Somerset County, State of Maryland, he being then and there the highest bidder therefor, at and for the sum of twenty-five hundred dollars, and the said purchaser has complied with the terms of said sale by paying one-third of the purchase money in cash and giving his notes for the balance to the said Trustee, payable payable in six and twelve months, respectively, from the day of sale.

All of which is respectfully submitted,

Roy D. White
Trustee.

STATE OF VIRGINIA, ACCOMAC COUNTY, to wit:

I HEREBY CERTIFY, That on this 5th day of August, in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Virginia, in and for Accomac County aforesaid, personally appeared Roy D. White, Trustee under a deed of trust as set forth in the above report of sales, and made oath in due form of law that the matters and things stated in the aforegoing report of sales are true to the best of his knowledge and belief; and that the sale therein reported was fairly made.

Herbert Barnes SEAL OF
Notary Public NOTARY

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

Roy D. White, Trustee,	)	No. 4718 Chancery
Ex-Parte under power in deed of trust from Harry T. Sargent and C. Bertie Sargent, his wife	)	In the Circuit Court
	)	for Somerset County
	)	In Equity.

ORDERED that the sale of the property mentioned in these proceedings, made and reported by Roy D. White, Trustee under a deed of trust as aforesaid, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 6th day of September, nineteen hundred and thirty-five; provided a copy of this order be inserted in some newspaper printed in said Somerset County, once in each of three successive weeks before the 3rd day of September, nineteen hundred and thirty-five.

The report states the amount of sales to be twenty-five hundred dollars.

J. Millard Tawes, Clerk.

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

Roy D. White, Trustee	)	No. 4718 Chancery
Ex parte under power in deed of trust from Harry T. Sargent and C. Bertie Sargent, his wife	)	In the Circuit Court
	)	for Somerset County
	)	in Equity.

ORDERED by the Circuit Court for Somerset County in Equity this 9th day of September, nineteen hundred and thirty-five, that the sale made and reported by Roy D. White, Trustee under deed of trust 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.

" " " "

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 third day of the same month, in the year of our Lord one thousand nine and thirty-eight.

Were present,

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

William H. Dryden, 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 Bethena Williams and George Williams, her husband, to Home Owners Loan Corporation, assigned to Harry C. Dashiell for collection and foreclosure.	Be it remembered that heretofore, to wit, on the thirtieth day of November, 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 Bethena Williams and George Williams, her husband, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 25th day of April, 1934, by and between Bethena Williams and George Williams, 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 four hundred thirty-nine and 46/100 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 thirty-nine & 46/100 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 $1.83 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 conveyunto 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 Tangier Election District, Somerset County, Maryland, in the neighborhood of Rock Creek, on the southeasterly side of and binding upon the side of a private road leading from the colored M. E. Church to Bennet and Jones' store, and having a frontage of 50 feet on said road and extending back a uniform width of 50 feet for a distance of 130 feet to a lead ditch and the land formerly owned by Elizabeth Price, and adjoining the lands now or formerly of Bernice Wright on the east, and the lands now or formerly of Granville P. Webster on the west.

Being the same land as conveyed from Winfield S. Lowe and Hety W. Lowe, his wife, unto said Bethena Williams, be deed dated July 5, 1923, and recorded in Somerset County Land Record Liber W. J. S. No. 87, folio 464.

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 contingenices, under a mortgage clause in the formapproved 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 thepayment 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 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 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 said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the Mortgagors.

TEST: L. Roy Willis as to her mark	Bethena her X mark Williams	(SEAL)
L. Roy Willis as to his mark	George his X mark Williams	(SEAL)
Vernon E. White.		

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of April, 1934, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Bethena Williams and George Williams, 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 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 150, 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 19th day of November, 1937.

WITNESS: Esther Reamer. Chas. D. Lyddane CORPORATE

Regional Treasurer. SEAL

Filed for Record November 30th, 1937, and recorded in Liber J. M. T. No. 107, folio 148.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE

$439.46 Chance, Maryland.

April 25, 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 $439.46, 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 $1.83 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 Owner's 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: L. Roy Willis as to her mark Bethena her X mark Williams (SEAL)

Chance, Maryland.

Test: L. Roy Willis as to his mark George his X mark Williams (SEAL)

Chance, 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 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 our heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this Fourteenth day of December, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Bethema Williams and George Williams, her husband, to Home Owners Loan Corporation, dated April 25, 1934, recorded among the Land Records of Somerset County in Liber J. M. T. No. 107, folio 150, 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 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.

Signed, sealed and delivered
in the presence of:
Louise V. Powell.

Harry C. Dashiell
UNITED STATES FIDELITY AND GUARANTY COMPANY
CORPORATE 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 thirtieth day of December, 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 Under power in a mortgage from Bethenena Williams and George Williams, her husband, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure.	)))))))	No. 5113 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 Bethenena Williams and George Williams, her husband, to the Home Owners Loan Corporation, a corporation, dated the 25th day of April, 1934, and recorded among the land records of Somerset County, in the State of Maryland, in Liber J. M. T. No. 107, folio 150, and 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, he did, pursuant to said notice, attend at the Court House door in Princess Anne, in said County, on Tuesday, the 28th day of December, 1937, at the hour of 2 o'clock P. M., and then and there proceed to sell said real estate as follows:

Your assignee offered all that lot of land in Tangier District, in said Somerset County, State of Maryland, where the said George Williams resides lying and binding on a road leading from Bennett and Jones store to the colored M. E. Church, adjoining the land of Bernice Wright, and land owned or formerly owned by Granville P. Webster, said land being 50 ft. on said road and extending back 130 ft. and being the same land which was conveyed unto the said Bethenena Williams by Winfield S. Lowe and wife, by deed dated July 5, 1923, and recorded among the land records of said County in Liber W. J. S. No. 87, folio 464. 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 30th day of December, 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 sale, 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	)	No. 5113 Chancery
	)	In the Circuit Court
Under power in a mortgage from Bethenena Williams and George Williams, her husband, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation to Harry C. Dashiell, for collection and foreclosure.	)	for Somerset County
	)	In Equity.
	)	
	)	
	)	

Ordered, that the sale of the real estate mentioned in these proceedings and made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary be shown on or before the 29th day of January, 1938, provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 26th day of January, 1938.

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

J. Millard Tawes, Clerk.

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE Under power in a mortgage from Bethenena Williams and George Williams, her husband, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation for collection and foreclosure.	)	No. 5113 Chancery In the Circuit Court for Somerset County In Equity

ORDERED by the Circuit Court for Somerset County, in Equity, this 31st day of January, 1938, 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 since it appears that Harry C. Dashiell, the auditor of this Court, 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 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 Jones, Clerk.

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L. CRESTON BEAUCHAMP, EX PARTE Trust created by mortgage from Elizabeth T. Sudler to W. Clyde Ford.	)	Be it remembered that heretofore to wit, on the fifteenth day of November, 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 W. Clyde Ford by a certain Elizabeth T. Sudler, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 20th day of May, in the year nineteen hundred and thirty-five, by Elizabeth T. Sudler, of Somerset County, in the State of Maryland, hereinafter called the mortgagor, Witnesseth:

Whereas the said mortgagor is indebted to W. Clyde Ford, of said County and State, hereinafter called the mortgagee, in the sum of thirty-three hundred and eleven dollars, for the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the bill obligatory of the said mortgagor, dated evenly herewith, for said sum, payable to the said mortgagee, two years after date, with interest from date, payable semi-annually from date, and whereas for the purpose of further securing the payment of said sum, with interest as aforesaid, and payable as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that for and in consideration of the premises, the said Elizabeth T. Sudler, grants and conveys to the said W. Clyde Ford, his heirs and assigns, all that farm or tract of land in Westover District, Somerset County, Maryland, containing one hundred and forty acres, more or less, lying on the west side of the northeasterly fork of the Annamessez River, adjoining the lands of the said W. Clyde Ford, and the lands of the Cohn & Bock Company, and the lands of Robert Richardson, and being the same and all the lans which was conveyed to the said mortgagor by H. Fillmore Lankford, trustee, and the said W. Clyde Ford and wife by deed dated the 20th day of May, 1935, 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 Thomas Howard Sudler by Araminta Curtis, Mary Ellen Curtis and Susan E. Curtis, by deed dated the 26th day of March, 1912, recorded among the land records of said county in Liber S. F. D. No. 59, folio 240 etc.

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

To have and to hold the said lands and premises unto and to the proper use and benefit of the said mortgagee, his heirs and assigns forever.

And the said mortgagor covenants for herself and her heirs and assigns, to and with the said mortgagee, his personal representatives and assigns, that she and they will not cut or permit to be cut any timber or trees growing or standing on the mortgages land, except what is to be used on said farm for fencing, building repairs or firewood, during the existence of this mortgage, without the written consent of the mortgagee, his personal representatives and assigns, and provided that any violation of this covenant shall cause the entire mortgage debt to be due and authorie the exercise of the power of sale hereinafter mentioned.

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

purchaser at any such sale.

And the said mortgagor does further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least two thousand dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee 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: Elizabeth T. Sudler (SEAL)

Benjamin L. Barnes.

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 20th day of May, in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Elizabeth T. Sudler, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed; and at the same time place also personally appeared before me W. Clyde Ford, the mortgagee in said mortgage, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Benjamin L. Barnes SEAL OF
Notary Public NOTARY

Received for Record May 20th, 1935, and recorded in Liber J. M. T. No. 108, folio 136, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For the purpose of foreclosure I hereby assign the within mortgage to L. Creston Beauchamp.

Witness my hand and seal this 10th day of November, 1937.

Test: Addie F. Ford (SEAL)

W. C. Ford, Jr. Admx. W. Clyde Ford, dec'd.

Filed for Record Nov. 15th, 1937, and recorded in Liber J. M. T. No. 108, folio 136.

Test: J. Millard Tawes, Clerk.

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

Know all men by these presents that we, L. Creston Beauchamp, 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 four thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this third day of December, nineteen hundred and thirty-seven.

Whereas, by mortgage dated the 20th of May, 1935, recorded among the land records of Somerset County, Maryland, in Liber J. M. T. No. 108, folio 136, a certain Elizabeth T. Sudler conveyed to W. Clyde Ford certain real estate in said Somerset County, and whereas default has occurred

in the terms and conditions of said mortgage and the said mortgage, by assignment dated November 10th, 1937, duly recorded among said land records, has been 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 said 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 faithfully perform the trust reposed in him in and by said mortgage, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Test: L. Creston Beauchamp (SEAL)
Principal

Benjamin L. Barnes.

CORPORATE SEAL

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-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:

L. Creston Beauchamp, Ex Parte.	)	No. 5101 Chancery
Trust created by mortgage from Elizabeth T. Sudler to W. Clyde Ford.	)	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 L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Elizabeth T. Sudler, dated May 20th, 1935, recorded among the land records of Somerset County, Maryland, in Liber J. M. T..No. 108, folio 136, assigned to the said L. Creston Beauchamp by assignment dated the 10th of November, 1937, respectfully represents, that by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County and by hand bill posted at the Court House door in said county, he did, in pursuance of said notice attend at the Court House door in Princess Anne, Maryland, on Tuesday, December 7th, 1937, at or about the hour of two o'clock P. M., and then and there proceeded to sell at public auction the following described property conveyed by said mortgage, namely:

He offered all that farm or tract of land situate, lying and being in Westover Election District, Somerset County, Maryland, on the west side of the north-easterly fork of the Annamessex River, adjoining the lands of W. Clyde Ford, Cohn & Bock and Robert Richardson, and containing 140 acres, more or less; being the same and all the land conveyed to the said Elizabeth T. Sudler by H. F. Lankford, Attorney, and others, by deed dated the 20th of May, 1935, recorded among the land records of said Somerset County in Liber J. M. T. No. 106, folio 504, improved by an old colonial dwelling and out-buildings and by much valuable growing and marketable timber, and sold the same to Addie F. Ford and William C. Ford, Jr., they being the highest bidders therefor,

at and for the sum of thirty-eight hundred dollars, and the purchasers have complied with the terms of sale to the satisfaction of the said assignee and trustee.

The assignee and trustee prays a ratification of his proceedings in the premises.

Respectfully submitted.

L. Creston Beauchamp
Assignee and Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 23d of December, 1937, 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 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. 5101 Chancery
	) In the Circuit Court for
Trust created by mortgage from Elizabeth T. Sudler to W. Clyde Ford.	) Somerset County,
	) Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 23d of December, 1937, 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 made, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 1st day of February, 1938; provided, a copy of this order be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 29th of January, 1938.

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

J. Millard Tawes,
Clerk of Court.

And now at this day to wit, on the second day of February, in the year nineteen hundred and thirty-eight, 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. 5101 Chancery
Ex Parte.	) In the Circuit Court for Somerset
	) County, Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 2nd day of February, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the within report of sale by L. Creston Beauchamp, assignee and trustee, and the sale by him reported be and the same are hereby finally ratified and confirmed.

James M. Crockett
Judge.

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

Per: J. Millard Tawes, Clerk.

"""

L. Creston Beauchamp, Ex parte.	) Be it remembered that heretofore to wit, on the eight-
	) eenth day of November, in the year nineteen hundred and
Trust Created by mortgage from Holloway Jones and wife to Henry J. Waters, Jr. and others.	) thirty-seven, 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, a certi-

fied copy of a certain mortgage executed and delivered to Henry J. Waters, Jr., & others, by a certain Holloway Jones and Annie M. Jones, of said county and state, which said copy of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 29th day of June, in the year nineteen hundred and fourteen, by us Holloway Jones and Annie M. Jones, his wife, of Somerset County, Maryland, Witnesseth; Whereas the said Holloway Jones and Annie M. Jones, his wife, have this day borrowed from Henry J. Waters, Sr., Guardian of Henry J. Waters, Jr., P. C. Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, Wards of the said Henry J. Waters Sr., and have executed to the said Henry J. Waters Sr., Guardian as aforesaid their bill obligatory bearing even date herewith for the said principal sum of Three Hundred Dollars, with interest thereon payable annually from the date thereof the whole principal sum payable after two years from the date thereof, and to secure the payment of which said sum with interest as aforesaid, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That, in consideration of the premises and of the sum of one dollar the said Holloway Jones and Annie M. Jones, his wife, do grant and hereby convey unto the said Henry J. Waters, Jr. P. C. Wilson Waters, Levin L. Waters and Robert W. Waters, Wards of the said Henry J. Waters, Sr., all that house and lot of land, lying and being situate in West Princess Anne Election District, in Somerset County, Maryland, and boundered as follows, on the East by the lands of the said John A. Pope, on the South by the County Road leading from the Deals Island County Road to the Mt. Vernon County Road, and on the North by the lands of Barnette and Williams and North-west of a ditch leading north the woodland of the said John A. Pope, and containing six acres of land, more or less, and being all of the land which was conveyed unto the said Holloway Jones by the said John A. Pope and wife, by deed dated on the 27th day of June, 1914, and to which said deed and all the recitals therein contained and intended to be recorded among the land records of said County and State cotemporaneously with this mortgage, reference is hereby made for a more full and perfect 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 Holloway Jones and Annie M. Jones, 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, covenants 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 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 notices 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 the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least One hundred and 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 mortgagees their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagees and to deposit the policy or policies as aforesaid, the said mortgagees hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagees may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

Witness the hands and seals of said mortgagors.

Test: James S. P. White.

Holloway his X mark Jones (SEAL)

Annie M. her X mark Jones (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of June, in the year nineteen hundred and fourteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Holloway Jones and Annie M. Jones, 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 place also personally appeared before me Henry J. Waters guardian of the above named Mortgagees and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he,

nor the said Mortgagees have not required mortgagors their Agent or Attorney, or any person for said mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he, nor the said Mortgagees require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage, and also made oath in due form of law that he is the Guardian of the above named Mortgagees and the duly qualified agent of the above named Mortgagees for the purpose of making this affidavit.

James S. P. White, J. P.

Received for Record 29 June 1914 and recorded in Liber S. F. D. No. 64, folio 312 &c, one of the land records of Somerset County.

Per: W. Jerome Sterling, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing mortgage is truly copied from Liber S. F. D. No. 64, folio 312, one of the Land Records of Somerset County.

SEAL OF COURT — In testimony whereof I hereunto subscribe my name and affix the seal of said Court this 7th day of October, 1937.

J. Millard Tawes, Clerk.

For value recieved I hereby assign the within mortgage to Henry J. Waters, Jr., P. C. Wilson Waters, Emily W. Waters, Levin L. Waters and Robert W. Waters.

Witness my hand and seal this 18th day of October, 1937.

Test: Emily B. Waters (SEAL)

James R. Stewart. Admx. Henry J. Waters, Sr.

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

Witness our hands and seals this 18th day of October, 1937.

Test as to H. J. Waters, Jr.: Henry J. Waters, Jr. (SEAL)

Elizabeth E. Waters.

Test as to P. C. W., Emily W. and L. L. Waters: P. C. Wilson Waters (SEAL)

Emily W. Waters (SEAL)

Elizabeth E. Waters

Levin L. Waters (SEAL)

Test as to Robt. W. Waters:

Robert W. Waters (SEAL)

J. T. Clark.

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

KNOW all men by these presents that we, L. Creston Beauchamp, principal, and R. Mark White and Claude R. Bounds, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the sum of five hundred dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteen day of October, nineteen hundred and thirty-seven:

WHEREAS, by mortgage dated June 29th, 1914, recorded among the land records of said Somerset County in Liber W. J. S. No. 64, folio 312, a certain Holloway Jones and Annie M. Jones, his wife, conveyed to Henry J. Waters, Jr. and others certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage and the said Henry J. Waters, Jr. and others assigned said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell the mortgaged property and is about to exercise the power of sale therein by a sale of said 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 therefrom, then this obligation shall be void, otherwise to be and remain in full force in law.

Test:

Carlos Bozman.

L. Creston Beauchamp (SEAL)
Principal

R. Mark White (SEAL)

Claude R. Bounds (SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the 29th day of December, in the year nineteen hundred and thirty-eight, the said Trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

L. Creston Beauchamp, Ex parte.	) No. 5104 Chancery
	) In the Circuit Court for
Trust created by mortgage from Holloway Jones and wife to Henry J. Waters, Jr. and others	) Somerset County, Maryland.
	)

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 Holloway Jones and Annie M. Jones, his wife, to Henry J. Waters, Jr., P. C.Wilson Waters, Emily Wilson Waters, Levin L. Waters and Robert W. Waters, dated the 29th of June, 1914, recorded among the land records of said Somerset County in Liber S. F. D. No. 64, folio 312, assigned to the said L. Creston Beauchamp by assignment dated October 18th, 1937, 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 requited by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale, by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County, and by hand bill posted at the Court House door in said county, he did in pursuance of said notice attend at the Court House door in Princess Anne, said Somerset County, on Tuesday, December 14th, 1937, at or about the hour of two o'clock P. M., and then and there proceeded to sell at public auction the following described property conveyed by said mortgage, namely:

All that house and lot situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, on the north side of the Pine Pole county road, bounded on the north by the land of Barnette & Williams, on the east by the land of John A. Pope, on the south by the said county road and on the west by a ditch, and containing 6 acres, more or less; being the same and all the land which was conveyed to the said Holloway Jones and Annie M. Jones, his wife, by John A. Pope and wife by deed dated the 27th of June, 1914, recorded among the land records of said Somerset Countyin Liber No. 66, folio 573, and sold the same to Henry J. Waters, Jr., P. C. Wilson Waters, Emily W. Waters, Levin L. Waters and Robert W. Waters, they being the highest bidders therefor at and for the sum of seventy dollars, which they have fully paid.

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

To whole amount of sale		$70.00
Costs, as taxes by clerk,	23.50	
Advertising Sale & Order Nisi	20.88	

Auctioneer	$2.00	
Commissions, per Chancery rule	25.00	71.38
		1.38
To the mortgagees	300.00	
Interest to day of sale	54.00	354.00
Balance due mortgagees		355.38

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 20th day of December, 1937, before me, the subscriber, the 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 as therein set forth, to the best of hid knowledge and belief, and that the sale therein reported and the distribution of proceeds of sale therein made 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	) No. 5104 Chancery
	) In the Circuit Court for
Trust created by mortgage from Holloway Jones and wife to Henry J. Waters, Jr. and others	) Somerset County,
	) Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 29th day of December, 1937, 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 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 31st day of January, 1938; 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 31st day of January, 1938.

The report states the amount of sale to be $70.00.

J. Millard Tawes,

Clerk of Circuit Court.

And now at this day to wit, on the 2nd day of February, in the year nineteen hundred and thirty-eight, 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. 5104 Chancery
	) Somerset County, Maryland.
	)

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions have been filed and no cause to the contrary has been shown, it is this 2nd day of February, nineteen hundred and thirty-eight, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, assignee and trustee, and the sale by him reported and the distribution of the proceeds thereof by him made, be and the same are hereby finally ratified and confirmed.

James M. Crockett, Judge.

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

Per: J. Millard Jones, Clerk.

"""

F. KIRK MADDRIX, Ex Parte Trust created by mortgage from James H. Daugherty and Laura J. Daugherty, his wife, to George W. Daugherty and Louise K. Daugherty, his wife	Be it remembered that heretofore to wit, on the twenty-third day of November, in the year nineteen hundred and thirty-seven, a certain F. Kirk Maddrix, of Somerset County and State of Maryland, in his proper person, exhibited and filed in the Circuit Court

here, the original of a certain mortgage executed and delivered to George W. Daugherty and Louise K. Daugherty, his wife, by a certain James H. Daugherty and Laura J. Daugherty, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twelth day of January, in the year nineteen hundred and thirty-seven, by James H. Daugherty and Laura J. Daugherty, his wife, both of Somerset County and State of Maryland, parties of the first part. Whereas the said James H. Daugherty and Laura J. Daugherty, his wife, are justly indebted unto George W. Daugherty and Louise K. Daugherty, his wife, both of Kings County, in the State of New York, parties of the second part, in the full sum of Seven Hundred Dollars ($700.00), evidenced by the certain bill obligatory of the said James H. Daugherty and Laura J. Daugherty, his wife, bearing even date herewith for the said principal sum of $700.00 payable to the order of the said parties of the second part three years after the date hereof, with interest thereon at the rate of six per centum per annum, payable semi-annually, to secure the payment of the said principal sum, and interest thereon, in the manner and at times aforesaid limited for the payment thereof, respectively, these presents are executed.

NOW THEREFORE, this Mortgage Witnesseth, that the said parties of the first part, in consideration of the premises and for the purpose aforesaid, and in further consideration of One Dollar ($1.00) to them in hand paid by the said parties of the second part, receipt whereof is hereby by them acknowledged, do grant and convey unto the said parties of the second part, their heirs and assigns, all that land and improvements thereon, lying and being in the City of Crisfield, Somerset County, in the State of Maryland, and described as follows: All that lot or parcel of land lying and being situate on the East side of First Street, in the City of Crisfield, BEGINNING for the same at a Locust Post set up in the ditch along the said First Street and thence running in a northerly direction by and with said First Street a distance of sixty-nine feet (69ft) to another Locust Post; thence running in an Easterly direction a distance of one hundred and fifty-nine feet (159 ft); thence in a Southerly direction a distance of sixty-nine feet (69 ft); thence running in a Westerly direction a distance of one hundred and fifty-nine feet (159 ft) to the place of beginning, containing one quarter of an acre, more or less. Being all of the real estate conveyed unto Mary G. Daugherty from Isaac Sterling and others by deed bearing date the tenth day of May, 1882, and recorded among the land records of Somerset County, in Liber B. F. L. No. 4 folio 668. And the same being the property where the parties of the first part now reside. And also the same being the same property conveyed unto James H. Daugherty by William Arthur Daugherty and others bearing date the twenty-third day of October, in the year nineteen hundred and thirty-six, and recorded among the land records of Somerset County in Liber J. M. T. No. 112, folio .

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, heirs and assigns forever.

PROVIDED that if the said Mortgagors shall well and truly pay unto the said Mortgagees the

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said James H. Daugherty and Laura J. Daugherty, 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, than the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagees personal representatives or assigns, or F. Kirk Maddrix, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making 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, personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

mentioned.

WITNESS the hands and seals of said mortgagor.

Test: C. C. Daugherty — James H. Daugherty (SEAL)
Geo. H. Massey, Jr. — Laura J. her X mark Daugherty (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 13th day of January, 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 James H. Daugherty and Laura J. Daugherty the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed.

Witness: Thomas Campbell.

Geo. H. Massey, Jr.
Notary Public
George W. Daugherty
Louise K. Daugherty

SEAL OF NOTARY

STATE OF NEW YORK, KINGS COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20 day of January, in the year nineteen hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of New York, in and for Kings County aforesaid, personally appeared George W. Daugherty and Louise K. Daugherty, and they made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Frank A. W. Feeney
Notary Public
Kings County, New York
Term expires March 30/38.

SEAL OF NOTARY

Received for Record January 26th, 1937, and recorded in Liber J. M. T. No. 108, folio 438, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

And thereupon the said F. Kirk Maddrix, Trustee filed in Court here a bond in the words following, to wit:

Know all men by these presents that we, F. Kirk Maddrix, of Crisfield, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland, in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-third day of November, nineteen hundred and thirty-seven.

Whereas, by mortgage dated the 12th of January, 1937, recorded among the land records of Somerset County, Maryland, in Liber J. M. T. No. 108, folio 438, a a certain James H. Daugherty and Laura J. Daugherty, his wife, conveyed to George W. Daugherty and Louise K. Daugherty, his wife, certain real estate in said Somerset County, and whereas default has occurred under the terms and conditions of said mortgage, and, because thereof and by virtue of the power and authority contained in said mortgage the said F. Kirk Maddrix is authorized to sell said mortgaged property and is about to exercise said power by a sale of said mortgaged property.

NOW, therefore, the conditions of the above obligation is such that if the above bound F. Kirk Maddrix do and shall well and faithfully perform the trust reposed in him in and by said mortgage, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

F. Kirk Maddrix (SEAL)
Principal

THE MARYLAND CASUALTY COMPANY

Test: James R. Stewart. CORPORATE SEAL 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-eighth day of December, 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:

F. Kirk Maddrix,	)	No. 5109 Chancery, In the Circuit Court
Ex parte	)	for Somerset County, Maryland.
	)	Trust created by mortgage from James H. Daugherty and Laura J. Daugherty, his
	)	wife, to George W. Daugherty and Louise
	)	K. Daugherty, his wife.
	)	

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

The report of F. Kirk Maddrix, attorney named in a mortgage from James H. Daugherty and Laura J. Daugherty, his wife, to George W. Daugherty and Louise K. Daugherty, his wife, dated the 12th day of January, 1937, recorded among the land records of Somerset County, in the State of Maryland, in Liber J. M. T. No. 108, folio 438, respectfully represents:

That after default had occurred in the conditions and convenants of said mortgage, and after having filed a bond with approved security as required by law, conditioned for the faithful performance of the trust reposed in him in and by said mortgage, and after having given twenty days previous notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper printed in Somerset County, and by handbill posted at the Court House door in said County, he did, in pursuance of said notice, attend in front of the Post Office in the City of Crisfield, in said County, on Saturday December 18th, 1937, at or about the hour of three o'clock P. M., and then and there proceeded to sell at public auction the real estate conveyed by said mortgage as follows:

He offered all that lot or parcel of land situate, lying and being in the City of Crisfield, on the East side of First Street in said City and described as follows: Beginning for the same at a locust post set up in the ditch along the said First Street, and thence running in a Northerly direction by and with the said First Street a distance of 69 feet to another locust post; thence running in an Easterly direction a distance of 159 feet; thence in a Southerly direction a distance of 69 feet; thence running in a Westerly direction a distance of 159 feet to the place of beginning. Containing about one-quarter of an acre, more or less. Being all the real estate conveyed unto Mary C. Daugherty from Isaac Sterling and others, by deed bearing date the 10th day of May, 1882 and recorded among the land records of Somerset County, in Liber B. F. L. No. 4, folio 668. And also the same being the same property conveyed unto James H. Daugherty by William Arthur Daugherty and others, bearing date the 23rd day of October, 1936, and recorded among the land records of Somerset County in Liber J. M. T. No. 112, and sold the same to Leonard Mason of Crisfield, Somerset County, Maryland, he being then and there the highest bidder therefor at and for the sum of Nine hundred and seventy-five dollars ($975.00). The said land being improved by a dwelling house and a small store building.

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

All of which is respectfully submitted.

F. Kirk Maddrix

Attorney named in said mortgage.

State of Maryland, Somerset County, to wit:

I hereby certify that on the 28th day of December, nineteen hundred and thirty-seven, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared F. Kirk Maddrix, the attorney mentioned in the foregoing report of sale, and made oath in due form of law, that the matters and things stated in the said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Upon which said report the Clerk of the Circuit Court for Somerset County hereby passed the following order, to wit:

F. Kirk Maddrix,	) No. 5109 Chancery, in the Circuit Court
Ex parte.	) for Somerset County, Maryland.
	) Trust created by mortgage from James H. Daugherty and Laura J. Daugherty, his wife, to
	) George W. Daugherty and Louise K. Daugherty, his wife.

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, in Equity, this 28th day of December, nineteen hundred and thirty-seven, that the report of F. Kirk Maddrix, the attorney mentioned in the above cause, and the sale of real estate by him reported, be and the same is hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed before the 31st day of January, 1938; provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 29th day of January, 1938.

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

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

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

F. Kirk Maddrix,	) No. 5109 Chancery. In the Circuit Court for Somerset County, Maryland.
Ex Parte.	)
	Trust created by mortgage from James H. Daugherty
	) and Laura J. Daugherty, his wife, to George W.
	Daugherty and Louise K. Daugherty, his wife.
	)

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 second day of February, nineteen hundred and thirty-eight, ordered by the Circuit Court for Somerset County, in Equity, that the within report of F. Kirk Maddrix, attorney, and the sale by him reported, be and the same is hereby finally ratified and confirmed.

James M. Crockett
Judge of said Court.

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

Per: J. Millard Tawes, Clerk.

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Edwin Tyler, Jr.	)	Be it remembered that heretofore, to wit, on the twenty-
vs.	)	eighth day of April, in the year nineteen hundred and
Mary V. Tyler, Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler, Spurgeon S. Tyler, May Tyler and Charles S. Tyler.	)	thirty-seven, a certain Edwin Tyler, Jr., by Edgar A. Jones, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Mary V. Tyler,
	)	Lindsay Tyler, Irma Webster, Leah White, Mamie Willing,

Malcolm Tyler, Gordon Tyler, Spurgeon S. Tyler, May Tyler and Charles S. Tyler, which said bill of complaint is in the words following, to wit:

Edwin Tyler, Jr.	0	No. 5030 Chancery,
vs.	0	In the Circuit Court
Mary V. Tyler, Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler, Spurgeon S. Tyler, May Tyler and Charles S. Tyler	0	for Somerset County,
	0	in Equity.
	0	

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

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

1st. That a certain Edwin Tyler, Sr. being indebted to your orator and divers other persons and being seized and possessed of real estate in said Somerset County, departed this life on or about May 10th, 1934, intestate.

2nd. That the said Edwin Tyler Sr., was indebted unto Dr. E. P. Simpson for medical services rendered before the death of the said Edwin Tyler Sr. in the sum of one hundred and forty dollars and twenty five cents ($140.25) which said indebtedness has been paid by your orator and the claim by the said Dr. Simpson assigned to him; the deceadant's estate was further indebted unto Fred T. Webster, undertaker, in the amount one hundred and ninety dollars ($190.00) for the funeral expenses of the deceased, which said indebtedness was paid by your orator and the said claim by the said Webster assigned to your orator and no part of said indebtedness has since been paid to your orator. Which said assigned claims are filed herewith marked exhibit "A" and Exhibit "B" respectively.

3rd. That the said Edwin Tyler left surviving him as his only heirs at law, his widow, Mary V. Tyler, who resides at Chance in Somerset County, Lindsay Tyler, a son, your orator, Edwin Tyler, Jr., a son, Mamie Willing, a daughter, Leah White a daughter, all of whom are adults and reside in said Somerset County, Irma Webster, a daughter, Gordon Tyler a son, both of whom reside in Baltimore City, Maryland, Malcolm B. Tyler, a son, residing in Port Norris, New Jersey, the deceased also had another son Spurgeon S. Tyler, but the said Spurgeon S. Webster has not been heard of or seen, so far as your orator has been able to ascertain for more than seven years, that he was a seafaring man, who last known address was Baltimore City, Maryland, that the said Spurgeon S. Tyler intermarried with May Tyler and by said marriage they had a son Charles S. Tyler, a minor, who resides with his mother the said May Tyler, in the cityof Baltimore, who would be the only heirs of law of the said Spurgeon Tyler, if he should be deceased.

4th. That the said Edwin Tyler left no personal estate and no administration was had upon his estate, but the said Edwin Tyler, Sr., died seized and possessed of certain real estate located in the village of Chance, Tangier Election District, Somerset County.

5th. That your orator is advised that he together with other creditors of the said Edwin Tyler, Sr., is entitled to have his claims paid out of the real estate of the said deceased there being no personal estate available therefor.

To the end therefore:

1st. That the said real estate of the said Edwin Tyler, Sr., deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your orator

and those of other unsatisfied creditors of the said deceased in the order of their respective priorities.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Mary V. Tyler, Lindsay Tyler, Leah White, Mamie Willing, all of whom are adults residing at or near Chance in Somerset County, Irma Webster an adult, residing at 21 North Wickham Road, Baltimore City, Gordon Tyler, and adult, residing at 429 North Luzerne St., Baltimore City, Spurgeon S. Tyler, an adult, whose last known address was 3953 Wilsby Ave., Baltimore City, May Tyler, and adult and Charles S. Tyler, an infant, residing at 3953 Wilsby Ave., Baltimore City; also the order of publication giving notice to Malcolm B. Tyler a resident of the State of New Jersey and a non resident of the State of Maryland, of the object and substance of this bill, warning him 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 he has why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Edgar A. Jones

Solicitor for complainant.

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

Apr. 22, 1937.

Edwin Tyler (Deceased)

To E. P. Simpson, M. D. Debtor.

To Professional Services to Date $140.25

E. P. Simpson, M. D.
Chance, Md. 4/22/37.

For value received I hereby assign the account on face of this paper to Edwin Tyler, Jr.

Signed E. P. Simpson, M. D.

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

Sept. 25, 1934.

Received of Edwin Tyler, Jr. One Hundred Ninety Dollars

for EdwinTyler Sr. Funeral Expenses.

($190.00 Fred T. Webster

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Mary V. Tyler, Lindsay Tyler, Leah White, Mamie Willing, of Somerset County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in May next to answer the complaint of Edwin Tyler Jr. against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March, Anno Domini 1937 ISSUED the 28th day of April Anno Domini 1937.

Per order

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Irma Webster, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne

Town, on the first MONDAY in May next to answer the complaint of Edwin Tyler Jr. against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March, Anno Domini 1937 ISSUED the 28th day of April Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Gordon Tyler, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in May next to answer the complaint of Edwin Tyler, Jr., against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March, Anno Domini 1937 ISSUED the 28th day of April Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Spurgeon S. Tyler of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in May next to answer the complaint of Edwin Tyler, Jr. against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March, Anno Domini 1937 ISSUED the 28th day of April Anno Domini 1937

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To May Tyler, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in May next to answer the complaint of Edwin Tyler, Jr., against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable BENJAMIN A. JOHNSON, Chief Judge of the First Judicial Circuit of Maryland, the 1st day of March Anno Domini 1937 ISSUED the 28th day of April Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Charles S. Tyler of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in May next to answer the complaint of Edwin Tyler, Jr. 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 Juducial Circuit of Maryland, the 1st day of March, Anno Domini 1937 ISSUED the 28th day of April, Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in May, in the year nineteen hundred and thirty-seven, and the day of the return of the first 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:

Mary V. Tyler, Leah White, Mamie Willing, summoned severally, read to & copy left with each defendant. Lindsay Tyler, Non est.

W. H.Dryden, Sheriff

W.T. H.

And also the Sheriff of Baltimore City, Joseph C. Deegan, to whom the rest of the writs aforesaid were in form aforesaid delivered for service, also came, and made return thereof to the Court here in the words following, to wit:

To the second of said writs:

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

4/29/37 Wm. Bayer Joseph C. Deegan

Sheriff.

To the third of said writs:

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

5/1/37 Brozoski Joseph C. Deegan

Sheriff.

To the fourth of said writs:

Non Est.

Quinn Joseph C. Deegan

Sheriff.

To the fifth of said writs:

Non Est. Joseph C. Deegan

Quinn Sheriff.

To the sixth of said writs:

Non Est. Joseph C. Deegan

Quinn Sheriff.

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 OF To Lindsay Tyler of Dorchester County, Greeting:

COURT YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in June next to answer the complaint of Edwin Tyler 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 3rd day of May, Anno Domini 1937 ISSUED the 6th day of May Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF THE STATE OF MARYLAND,

COURT To Spurgeon Tyler of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED That, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in June next to answer the complaint of Edwin Tyler, Jr. 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 3rd day of May Anno Domini 1937 ISSUED the 6th day of May Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Charles S. Tyler, infant, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first Monday in June next to answer the complaint of Edwin Tyler 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 3rd day of May Anno Domini 1937 ISSUED the 6th day of May Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in June, in the year nineteen hundred and thirty-seven, and the day of the return of the first above writ, came again into Court here the said complainant by his 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:

Summoned read to and copy left with the defendant, May 7th, 1937.

Roy S. Melvin

Sheriff of Dorchester County.

And also at the same time, also came The Sheriff of Baltimore City, Joseph C. Deegan, to whom the second and third writs were directed, and made return thereof to the Court here in the words following to wit;

To the second of said writs:

Non Est. Quinn.

Joseph C. Deegan

Sheriff.

To the third of said writs:

Summoned by reading summons to Charles S. Tyler, infant, and a copy of process left with said Infant also copy of process left with May Tyler Mother of and party having care of Infant named in writ.

4/7/37. Quinn

Joseph C. Deegan,

Sheriff.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND:

SEAL OF COURT

To May Tyler of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in July next to answer the complaint of Edwin Tyler Jr. 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 3rd dayof May Anno Domini 1937 ISSUED the 17th day of June Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Spurgeon Tyler and May Tyler, of Baltimore City, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in July next to answer the complaint of Edwin Tyler, Jr., 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 3rd day of May Anno Domini 1937 ISSUED the 23rd day of June Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in July, in the year nineteen hundred and thirty-seven, the day of the return of the first above recited writ, came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore City, Joseph C. 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:

To the first of said writs:

Non Est. Quinn

Joseph C. Deegan
Sheriff.

To the second of said writs:

Non Sunt. Quinn

Joseph C. Deegan
Sheriff.

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

Edwin Tyler, Jr.	) No. 5030 Chancery
vs.	) In the Circuit Court for
Mary V. Tyler, Lindsay Tyler, Irma Tyler, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler, Spurgeon S. Tyler, May Tyler, and Charles S. Tyler	) Somerset County,) In Equity.)

The object of this suit is to procure a decree for the sale of certain real estate in Somerset County, Maryland, of which Edwin Tyler, late of said Somerset County, deceased died seized and possessed.

The bill states that the said Edwin Tyler died intestate on or about the 10th day of May, 1934; that he left no personal estate and no administration was had upon his estate. That at the time of his death the said Edwin Tyler was indebted unto Dr. E. P. Simpson for medical services rendered in the sum of one hundred and forty dollars and twenty five cents and that his estate was also indebted unto Fred T. Webster, undertaker, in the amount of one hundred and ninety dollars for funeral expenses of the deceased, both of which said bills or accounts were paid by and assigned to Edwin Tyler, Jr.; that the said deceased died seized and possessed of certain real estate located in the village of Chance, Tangier Election District, Somerset County, Maryland, leaving as his only heirs at law, his widow, Mary V. Tyler, Lindsay Tyler, a son, Edwin Tyler, Jr., a son, Mamie Willing, a daughter, Leah White, a daughter, Irma Webster, a daughter Gordon Tyler, Malcolm B. Tyler, a son, the deceased also had another son Spurgeon S. Webster, whose last known address was Baltimore City, Maryland, but the said Spurgeon has not been heard of seen so far as the complainant knows for more than seven years, that the said Spurgeon has a wife May Tyler, and a son Charles S. Tyler, who would be the only heirs at law of the said Spurgeon if he should be deceased; that Malcolm B. Tyler is a non resident of the State of Maryland; and that the said Edwin Tyler, Jr. is entitled to have his claims paid out of the real

estate of the said deceased.

Two successive subpoenas have been issued for the defendant, Spurgeon Webster, for Service by the Sheriff of Baltimore City, being the last known address of the said Spurgeon Webster, both of which subpoenas have been returned "non est" therefore the said Spurgeon Webster 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 July, in the year Nineteen hundred and thirty seven, by the Circuit Court for Somerset County, in Equity, ordered that the complainant by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the ninth day of August, 1937, give notice to the said Malcolm B. Tyler and Spurgeon Tyler, non resident defendants in this cause, of the object and substance of the bill of complaint, warning them and each of them, to be and appear in this Court, in person or by solicitor, on or before the 24th day of August, 1937, to show cause, if any they have, why a decree ought not to be passed as prayed.

James M. Crockett, Judge.

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

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To May Tyler, 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 Edwin B. Tyler 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 5th day of July Anno Domini 1937 ISSUED the 10th day of July Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in August 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 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 and copy left with 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 order of publication was issued, to wit:

Edwin Tyler, Jr.	)	No. 5030 Chancery
vs.	)	In the Circuit Court for
Mary V. Tyler, Lindsay Tyler, Irma Tyler, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler, Spurgeon S. Tyler, May Tyler and Charles S. Tyler.	)	Somerset County.
	)	

The object of this suit is to procure a decree for the sale of certain real estate in Somerset County, Maryland, of which Edwin Tyler late of Somerset County deceased, died seized and possessed.

The bill states that the said Edwin Tyler died intestate on or about the 10th day of May, 1934, that he left no personal estate and no administration was had upon his estate. That at the time of his death the said Edwin Tyler was indebted unto Dr. E. P. Simpson for medical ser-

vices rendered in the sum of one hundred and forty dollars and twenty five cents and that his estate was also indebted unto Fred T. Webster, undertaker, in the amount of one hundred and ninety dollars for funeral expenses of the deceased, both of which said bills or accounts were paid by and assigned to Edwin Tyler, Jr., that the said deceased died seized and possessed of certain real estate located in the village of Chance, Tangier Election District, Somerset County, Maryland, leaving as his only heirs at law, his widow, Mary V. Tyler, Lindsay Tyler, a son, Edwin Tyler, Jr., a son, Mamie Willing, a daughter, Leah White, a daughter, Irma Webster, a daughter, Gordon Tyler, a son, Malcolm B. Tyler, a son, the deceased also had another son, Spurgeon S. Tyler, whose last known address was Baltimore City, Maryland, but the said Spurgeon has not been heard of or seen so far as the complainant knows for more than seven years, that the said Spurgeon has a wife, May Tyler, and a son Charles S. Tyler, who would be the only heirs at law of the said Spurgeon if he should be deceased, that Malcolm B. Tyler is a non resident of the State of Maryland; and that the said Edwin Tyler, Jr. is entitled to have his claims paid out of the real estate of the said deceased.

Two successive subpoenas have been issued for the defendant, Spurgeon Tyler, for service by the Sheriff of Baltimore City, being thelast known address of the said Spurgeon Tyler, both of which subpoenas have been returned "Non Est", therefore the said Spurgeon Tyler must be treated as a non resident of the State of Maryland for the purpose of this suit.

It is thereupon, this 25th day of August, in the year Nineteen hundred and thirty seven by the Circuit Court for Somerset County, in Equity, ordered that the complainant by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the 25th day of September, 1937, give notice to the said Malcolm B. Tyler and Spurgeon Tyler, non resident defendants in this cause, of the object and substance of the bill of complaint, warning them and each of them, to be and appear in this Court, in person or by solicitor, on or before the 12th day of October, 1937, to show cause, if any they have, why a decree ought not to be passed as prayed.

J. Millard Tawes

Clerk of the Circuit Court for
Somerset County.

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

Edwin Tyler, Jr.	)	No. 5030 Chancery
vs.	)	In the Circuit Court for
Mary V. Tyler, et al	)	Somerset County, Maryland.
	)	

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

The Petition of the plaintiff in the above cause respectfully represents.

That Charles S. Tyler, defendant in the above cause, has been duly summoned, but being and infant, he cannot answer and defend this suit for himself and has no guardian within the jurisdiction of this court to answer and defend for him.

The plaintiff therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.

Edgar A. Jones,
Solicitor for Complainant.

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

Upon the foregoing petition it is ordered this 30th day of October, 1937, by the Circuit Court for Somerset County, in Equity, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Charles S. Tyler, infant defendant 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 Answer of Charles S. Tyler, infant defendant in the above cause, by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County, in Equity, to the bill of complaint of Edwin Tyler, Jr. against him and others in said Court exhibited:

This defendant for answer to the bill of complaint, by his said guardian ad litem, answers and says, that being ignorant of the matters charged in said bill, and being an infant of tender years, he cannot admit any of the allegations of said bill, but submits his rights to the protection of this Honorable Court.

And as in duty bound, etc.

James R. Stewart
Guardian ad litem.

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

Edwin Tyler, Jr.	)	No. 5030 Chancery
vs.	)	In the Circuit Court for
Mary V. Tyler et al	)	Somerset County, in Equity.
	)	

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

The Petition of the Complainant respectfully represents:

That Mary V. Tyler, Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Gordon Tyler, May Tyler and Charles S. Tyler have been duly summoned, that Malcolm Tyler and Spurgeon Tyler have been duly notified by order of publication to appear to the bill of complaint in the above cause, that all of the above defendants are adults over the age of twenty one years except Charles S. Tyler, who is an infant and has answered said bill of complaint by his guardian ad litem duly appointed by this Court; that all of the adult defendants though duly summoned, have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

The complainant therefore prays that the bill of complaint in this cause be taken pro confesso against the said Mary V. Tyler, Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler, Spurgeon S. Tyler and May Tyler, non appearing and non answering adult defendants, and that the complainant have leave to take testimony before one of the standing examiners of this Court.

And as in duty bound, etc.

Edgar A. Jones
Complaints Attorney.

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

Edwin Tyler, Jr.	)	No. 5030 Chancery,
vs.	)	In the Circuit Court for
Mary V. Tyler et al	)	Somerset County.

It appearing in the above entitled cause that Mary V. Tyler, Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Gordon Tyler, May Tyler, Malcolm Tyler and Spurgeon S. Tyler, adult defendants in this cause, have been duly summoned to appear to the bill of complaint, but have failed to appear or answer said bill of complaint within the time prescribed by the rules of this Court, and that Charles S. Tyler, the infant defendant, has been duly summoned to appear to said bill of complaint and has answer said bill by Guardian ad litem, specially appointed by this court.

It is thereupon this first day of November, 1937, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Mary V. Tyler, Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Gordon Tyler, May Tyler, Malcolm Tyler, and Spurgeon S. Tyler, non appearing and non answering adult defendants, and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court.

James M. Crockett
Judge.

And afterwards, to wit, on the twenty-third day of November, in the year nineteen hundred and thirty-seven, 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:

Edwin Tyler	)	No. 5030 Chancery
vs.	)	In the Circuit Court for
Mary V. Tyler et al	)	Somerset County, in Equity.

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 on this _____ day of November, in the year nineteen hundred and thirty seven, I did take the following depositions, that is to say:

Edwin Tyler, Jr., a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Edwin Tyler, Jr., fifty seven years old, Chance, Somerset County, Maryland, a disabled retired veteran.

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 them all. I am the plaintiff, the defendants are my mother, my brothers and sisters, and a nephew. They are all adults but my nephew, Charles S.Tyler, who is an infant, Mary V. Tyler, Lindsay Tyler, Leah White and Mamie Willing, reside in Somerset County, Irma Webster and Gordon Tyler reside in Baltimore City as do Charles and May Tyler. Spurgeon S. Tyler's last know address was Baltimore City but he has not been heard from for more than seven years. Malcolm B. Tyler resides in the State of New Jersey.

Int. 3. Did you know Edwin Tyler. If so is he living or dead, if dead did he leave a will, and if he did not who are his heirs at law and was there any administration on his estate?

Ans. Yes Edwin Tyler was my father. He died on or about May 10th, 1934, intestate. He left no personal estate sufficient to pay his debts and there was no administration on his said estate. His heirs at law are his widow, Mary V. Tyler and the following sons and daughters: Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler and Spurgeon S. Tyler. The said Spurgeon S. Tyler is thought to be dead as he has not been heard from for years. His heirs are his widow, May Tyler and an infant son, Charles S. Tyler.

Int. 4.. Please state whether or not the said Edwin Tyler left any real estate at the time of his death. If so please describe it and estimate its value to the best of your ability.

Ans. Yes he left a lot of land improved by a small dwelling in the village of Chance, Somerset County, Maryland, which in my opinion is worth $500.00. He purchased this from Augustus James some ten years ago.

Int. 5. Please state whether or not EdwinTyler was indebted to you at the time of his death and, if so, at what extent.

Ans. Mr. Tyler was indebted to Dr. E. P. Simpson, of Chance, Maryland, at the time of his death, in the amount of one hundred forty dollars and twenty-five cents ($140.25) for professional ser-

vices rendered during and prior to his last illness. This indebtedness was paid by me and the account assigned to me by Dr. Simpson as will appear by reference to Exhibit "A". For burial expenses my father's estate was indebted to Fred T. Webster, of Deals Island, to the extent of one hundred ninety dollars ($190.00). This bill was also paid by me as will appear by Exhibit "B". No part of these accounts have since been paid me and the whole amount of each is due.

Court question and answer.

"Nothing further".

Witness: Harry C. Dashiell Edwin Tyler.

Exmr.

Warren Gladden, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Warren Gladden, 61 years, retired business man, of 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 have known all the parties to this suit for many years. Mary V. Tyler, one of the defendants, is the mother of the plaintiff as well as of the following defendants: Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler, Spurgeon S. Tyler and is the stepmother of May Tyler, and the grandmother of Charles S. Tyler, all of whom are adults above the age of twenty-one years with the exception of Charles S. Tyler, who is an infant, under the age of twenty-one years. Mary V. Tyler, Lindsay Tyler, Leah White, Mamie Willing, and Edwin Tyler, Jr., all reside in Somerset County; Iram Webster, Gordon Tyler, May Tyler and Charles S. Tyler all reside in Baltimore City, as did Spurgeon S. Tyler when last heard from; Malcolm Tyler resides in the State of New Jersey.

Int. 3. Did you know Edwin Tyler? If so, is he living or dead? If dead, did he leave a will and if he did not, who are his heirs at law and was there any administration on the estate?

Ans. Mr. Tyler died in the Spring of 1934, intestate. His heirs at law are his widow, Mary V. Tyler, and the following children: EdwinTyler, Jrs., Lindsay Tyler, Irma Webster, Leah White, Mamie Willing, Malcolm Tyler, Gordon Tyler and Spurgeon S. Tyler. Spurgeon S. Tyler has not been heard from for many years, his wife, May Tyler, and he has one son, Charles S. Tyler, who would be his heirs at law. Edwin Tyler left no personal estate and there was no administration had upon the same.

Int. 4. Please state whether or not Mr. Tyler owned any real estate at the time of his death: If so, please describe it and state, in your opinion, what its value is?

Ans. Yes, he left a small lot of land in Rock Creek, Tangier Election District, improved by a small frame dwelling situate on the road between Dames Quarter and Deals Island. This property, in my opinion, is worth about $450.00.

Court question and answer:

"Nothing further ".

Witness: Harry C. Dashiell. Warren C. Gladden.

Exmr.

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

Given under my hand and seal this 22nd day of November, 1937.

Harry C. Dashiell (SEAL)

Bill of Costs: Examiner in Chancery.

Harry C. Dashiell Examiner $4.00.

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

Edwin Tyler, Jr.	)	No. 5030 Chancery
vs.	)	Circuit Court for Somerset
Gordon Tyler 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 eighth day of December, in the year nineteen hundred and thirty seven, by the Circuit Court for Somerset County ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned, or so much thereof as may be necessary be sold, and that Edgar A. Jones, be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a personal 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 as he shall think proper, of the time, place, manner and terms of sale, which shall be one-half cash and the balance within six months from the date of sale, 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 trust 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 commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, and at the time of advertising said property for sale the Trustee shall give notice to creditors of Edwin Tyler, late of Somerset County, deceased, to file their claims with the vouchers thereof legally authenticated with the Clerk of the Circuit Court for Somerset County on or before the 3rd day of February, 1938.

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, Lee L. Hayman and Sally-Wat Jones, all of Somerset County and the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of one thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, dated this 31st day of December, 1937.

Whereas the above bounden Edgar A. Jones, by virtue of a decree of the Circuit Court for Somerset County, has been appointed Trustee to sell the property mentioned in the proceedings in the case of Edwin Tyler Jr., vs. Mary V. Tyler et al, the same being no 5030 Chancery in the Circuit Court for Somerset County, now pending in said Court.

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

Witness: Frances H. Benson. Edgar A. Jones (SEAL)

Sally-Wat Jones (SEAL)

Lee L. 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 fifth day of January, in the year nineteen hundred and thirty-eight, 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:

Edwin Tyler, Jr.	)	No. 5030 Chancery
vs.	)	In the Circuit Court for Somerset
Gordon Tyler, et al	)	County, Maryland, in Equity.

To the Honorable, the Judge of said Court:

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

That by virtue of the power and authority of a decree passed in this cause on the eighth day of December, in the year nineteen hundred and thirty seven, and after having given bond with approved security as required by said decree for the faithful performance of the trust reposed in him, and after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement in The Somerset News, a weekly newspaper published in Somerset County, Maryland, and by poster placed at the Court House door in Princess Anne he did in pursuance of said notice attend on the premises in Chance, Tangier Election District, Somerset County, Maryland, on Saturday January first, 1938, at about the hour of eleven o'clock A. M. and then and there on the hereinafter described real estate proceeded to sell the same at public auction.

He offered all that lot or tract of land situate in Tangier Election District, Somerset County, Maryland, on the Easterly side of the old County road running through Rock Creek, adjoining the old school house property and the woodland of W. D. Kelly, and being the same and all the land which was conveyed to Edwin Tyler, late of Somerset County, Maryland deceased, by Gustaus James et al by deed dated July 8th, 1927, and recorded among the land records of Somerset County in Liber G. W. L. No. 94 folio 422, and sold the same to Lillie F. Webster at and for the sum of three hundred and fifteen dollars, ($315.00), she being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of the Trustee.

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

And as in duty bound, etc.

Edgar A. Jones

Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that before me the subscriber, Clerk of the Circuit Court for Somerset County, on this 5th day of January, in the year Nineteen hundred and thirty eight, personally appeared Edgar A. Jones, Trustee in the above entitled cause and made oath in due form of law that the matters and things stated in the foregoing report of sale are true and bona fide as therein set forth and the sale therein reported was fairly made.

As witness my hand the day and year first above written.

J. Millard Tawes
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:

Edwin Tyler, Jr.	)	No. 5030 Chancery
vs.	)	In the Circuit Court for
Gordon Tyler, et al.	)	Somerset County, Md. in Equity.

Order Nisi

Ordered 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 appointed by a decree of this Court to make the sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of February, 1938, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County, once in each of three successive weeks before the 5th day of February, 1938.

The report states the amount of sale to be $315.00.

J. Millard Tawes

Clerk.

And now at this day, to wit: on the 9th day of February, in the year nineteen hundred and thirty-eight, came again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order, to wit:

Ordered by the Circuit Court for Somerset County this 9th day of February, 1938, that the sale made and reported by Edgar A. Jones, Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

James M. Crockett, Judge.

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

Per: J. Millard Tawes, Clerk.

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In the matter of the tax sale of real estate in Dublin Election District, Somerset County, Maryland, assessed to William W. Porter for 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of State and county taxes for said Somerset	)	Be it remembered that heretofore, to wit, on the fifteenth day of December, in the year nineteen hundred and thirty-
The County Commissioners of Somerset County, Maryland. Purchaser.	)	seven, a certain Carlos Bozman, Collector of state and county taxes for Dublin 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 Dublin Election District, Somerset County, Maryland, assessed to William W. Porter for 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 5116 Chancery
	)	In the Circuit Court for
	)	Somerset County,
	)	Maryland.
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 and Collector of state and county taxes therefor, 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 William W. Porter in Dublin Election District, said Somerset County, the sum of forty-one dollars and thirty-three cents county taxes, and six dollars and twenty-six cents state 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, published in Crisfield, Maryland, and that the said Harry T. Phoebus, 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, 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 on June 30th, 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, the said 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 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 William W. Porter in Dublin Election District, Somerset County, Maryland, the sum of six dollars and twenty-six cents state taxes and forty-three dollars and eighty-four cents county taxes, and that said 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 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 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 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 Somerset County, and that sixty days after said levy the said Harry E. Muir, then 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 County Commissioners did levy upon the property of William W. Porter in Dublin Election District, said Somerset County, the sum of six dollars and twenty-six cents state taxes, and forty 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. Mur, 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 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 succeeeding 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 and unpaid constituted a lien upon the real estate of the said William W. Porter, 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 and Collector, 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 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, 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 parcel of land, being the real estate assessed to the said William W. Porter in Dublin Election District, said Somerset County, described as follows:

No. 33. All that farm with the improvements thereon in Dublin Election District, Somerset County, Maryland, adjoining the lands of M. L.White, F. G.Dryden and O. T. Paynes, and assessed to William W. Porter 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, a body corporate, it being the highest bidder therefor, at and for the sum of one hundred and eighty dollars and sixty 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
Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of December, 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 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that 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, I will sell at public auction for cash all the lots or parcels of land inDublin 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 interest and costs.

No. 33. All that farm, with the improvements, thereon, adjoining the lands of M. L. White, F. G. Dryden, F. G. Dryden andO. T. Payne, and assessed to William W. Porter for 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN

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 Dublin Election District, Somerset County, Maryland, assessed to William W. Porter for 1930, 1931 and 1932, reported by Carlos Bozman Treasurer and Collector of said Somerset County.	No. 5116 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 31st, 1935, of land in Dublin Election District, Somerset County, Maryland, adjoining the lands of M. L. White, F. G. Dryden and O. T. Payne, assessed to William W. Porter for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and eighty dollars and sixty 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 15th day of December, 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 15th day of January, 1938, 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 February, 1938, to show cause, if any theyhave, why said sale shall not be ratified and confirmed.

The report states the amount of sale to be $180.60.

James M. Crockett, Judge.

And now at this day to wit, on the 16th day of February, 1938, 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 16th day of February, 1938, 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 Dublin Election District, Somerset County, Maryland, assessed to William F. Pusey for 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 fifteenth day of December, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of State and county taxes for the Dublin Election District of Somerset County for the years 1930, 1931 and

1932, by L. Creston Beauchamp, his solicitor, exhibited and filedin the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in Dublin Election District, Somerset County, Maryland, assessed to William F. Pusey for 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. 5117 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 therefor, 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 the owners arranged according to election districts and al;habetically 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 William F. Pusey in Dublin Election District, said Somerset County, the sum of thirty-three dollars and seventy-four cents county taxes, and five dollars and eleven cents state 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, published in Crisfield, Maryland and that the said Harry T. Phoebus, 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, 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 on June 30th, 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, the said 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 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 William F. Pusey in Dublin Election District, Somerset County, Maryland, the sum of five dollars and eleven cents state taxes and thirty-five dollars and seventy-nine cents county taxes, and that said 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 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 pst office address was known or ascertained by him, on or before the first day 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 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 Somerset County, and that sixty days after said levy the said Harry E. Muir, then Treasurer and Collector as aforesaid, in pursuance of his duties as clerk to the 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 William F.

Pusey in Dublin Election District, said Somerset County, the sum of five dollars and eleven cents, state taxes, and thirty-two 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 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 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 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 and unpaid constituted a lien upon the real estate of the said William F. Pusey, 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 and Collector, 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 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 and the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said 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 parcel of land, being the real estate assessed to the said William F. Pusey in Dublin Election District, said Somerset County, described as follows:

No. 37. All that farm with the improvements thereon in Dublin Election District, Somerset County, Maryland, on the county road, adjoining the lands of W. F. Brattan, and Lee Carey, and assessed to William F. Pusey 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, a body corporate, it being the highest bidder therefor, at and for the sum of two hundred and nine dollars and sixty-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, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 11th day of December, 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 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 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 31st, 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 Dublin 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 interest and costs.

No. 37. All that farm with the improvements thereon, adjoining the lands of W. F. Brattan, W. F. Brattan and Lee Carey, and assessed to William F. Pusey for 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

Carlos Bozman,

Treasurer.

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

In the matter of the tax sale of real estate in Dublin Election District, Somerset County, Maryland, assessed to William F. Pusey for 1930, 1931 and 1932, made and reported by Carlos Bozman, Treasurer and Collector of state and county taxes for said Somerset County.	No. 5117 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, Treasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on July 31st, 1935, of land in Dublin Election District, said Somerset County, on the county road adjoining the lands of W. F. Brattan and Lee Carey, assessed to William F. Pusey for 1930, 1931 and 1932 made to the County Commissioners of Somerset County, Maryland, for the sum of two hundred and nine 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 15th day of December, 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 15th day of January, 1938, 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 February, 1938, 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 $209.62.

James M. Crockett

Judge.

And now at this day to wit, on the sixteenth day of February, in the year nineteen hundred and thirty-eight, 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 objections having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed, this 16th day of February, 1938, 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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Dale Dashiell vs. Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Hettie Hurley and Ernest Hurley, her husband, Bessie Adkins and James Adkins, her husband, Nettie Tyndall and Delbert Tyndall, her husband, Dorothy Willey and George Willey, her husband, Elizabeth Mills, Harry Mills and Gerald Mills, Edith Zefoss and Weldon Zefoss, her husband, and John W. Bounds, Administrator.	Be it remembered that heretofore, to wit, on the Twenty-second day of September, in the year nineteen hundred and thirty-seven, a certain Dale Dashiell by Harry C. Dashiell, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Hettie Hurley and Ernest Hurley, her

husband, Bessie Adkins and James Adkins, her husband, Nettie Tyndall and DelbertTyndall, her husband, Dorothy Willey and George Willey, her husband, Elizabeth Mills, Harry Mills and Gerald Mills, Edith Zefoss and Weldon Zefoss, her husband and John W. Bounds, Administrator, which said bill of complaint is in the words following, to wit:

Dale Dashiell vs. Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Hettie Hurley and Ernest Hurley, her husband, Bessie Adkins and James Adkins, her husband, Nettie Tyndall and Delbert Tyndall, her husband, Dorothy Willey and George Willey, her husband, Elizabeth Mills, Harry Mills and Gerald Mills, Edith Zefoss and Weldon Zefoss, her husband and John W. Bounds, Administrator.	No. 5083 Chancery In the Circuit Court for Somerset County, In Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, complaining, says:

The bill of complaint of the plaintiff, Dale Dashiell, who sues as well for himself as for all other creditors of Florence Phillips, late of Somerset County, deceased, who will come in and contribute to the expenses of this suit, respectfully shows:

First: That the estate of the said Florence Phillips is indebted unto your orator in the sum of fifty five dollars ($55.00), the same being the balance due for services rendered by your orator as undertaker in preparing the body of the said Florence Phillips for burial and conducting the burial thereof, including embalming the body and furnishing a casket and burial vault.

Second: That the said Florence Phillips being so indebted unto your orator and unto divers other persons, departed this life on or about the 7th day of August, nineteen hundred and thirty seven, leaving no husband, child or descendants surviving her but leaving surviving her as her only heirs at law the following brothers and sisters and the descendants of a deceased brother, viz:

The defendant, Ruth Bounds, a sister, who intermarried with the defendant, John W. Bounds, both of whom are of full age and reside in Wicomico County, Maryland; the defendant, John Grafton Mills, a brother, who intermarried with the defendant, Lydia Mills, both of whom are of full age

and reside in said Wicomico County; the defendant, Samuel Mills, a brother, who intermarried with the defendant, Della Mills, both of whom are of full age and reside in said Wicomico County; the defendant, Winfield Mills, a brother, who intermarried with the defendant, Maud Mills, both of whom are adults and reside in said Wicomico County; the defendant, Hettie Hurley, a sister, who intermarried with the defendant, Ernest Hurley, both of whom are adults and reside in said Wicomico County; the defendant, Edith Zefoss, a sister, who intermarried with the defendant, Weldon Zefoss, both of whom are adults and reside in the City of Philadelphia and State of Pennsylvania; the defendant, Bessie Adkins, who intermarried with the defendant, James Adkins, both of whom are adults and reside in said Wicomico County; and the following children of Harry Mills, deceased, a brother of the said deceased, viz: the defendant, Nettie Tyndall, who intermarried with the defendant, Delbert Tyndall, both of whom are adults and reside in Sussex County, in the State of Delaware; the defendant, Dorothy Willey, who intermarried with the defendant, George Willey, both of whom are adults and reside in said Wicomico County; and the defendants, Elizabeth Mills, Harry Mills and Gerald Mills, all of whom are minors under the age of twenty one years and all of whom reside in said Wicomico County.

Third: That the said Florence Phillips at the time of her death, left a small amount of personal property and that administration thereon has been granted to the defendant, John W. Bounds, but your orator believes and charges that said personal estate will be absolutely insufficient to discharge the debts due and owing by the said deceased.

Fourth: That the said Florence Phillips, at the time of her death, was seized and possessed of two or more parcels of real estate, located in Mt. Vernon Election District, in said Somerset County and State of Maryland.

TO THE END THEREFORE:

(a) That the said real estate of the said Florence Phillips, deceased or so much thereof as may be necessary for the purpose, may be sold for the payment of the debts due and owing by the said deceased.

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

MAY it please your Honors to grant unto your orator the order of publication giving notice to the said defendants, Edith Zefoss and Weldon Zefoss, adults, residing in the city of Philadelphia and State of Pennsylvania, and to the defendants, Nettie Tyndall and Delbert Tyndall, her husband, adults residing in Sussex County and State of Delaware, all of whom are non-residents of this State, of the objects and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed; and also the writ of subpoena directed to the said defendants, Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Hettie Hurley and Ernest Hurley, her husband, Bessie Adkins and James Adkins, her husband, Dorothy Willey and George Willey, her husband, all adults, and to Elizabeth Mills, Harry Mills and Gerald Mills, and John W. Bounds, Administrator, all infants, and all of whom reside in Wicomico County and State of Maryland, commanding them and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.

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 were issued, to wit:

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Ruth Bounds, John W. Bounds, John Grafton Mills, Lydia Mills, Samuel Mills, Della Mills, Winfield Mills, Maude Mills 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 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 September Anno Domini 1937 ISSUED the 22nd day of September Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF COURT

To Hettie Hurley, Ernest Hurley, Bessie Adkins, James Adkins, Dorothy Willey, George Willey 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 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 September Anno Domini 1937 ISSUED the 22nd day of September Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit;

THE STATE OF MARYLAND,

SEAL OF COURT

To John W. Bounds, administrator 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 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 September Anno Domini 1937 ISSUED the 22nd day of September Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

THE STATE OF MARYLAND,

SEAL OF SEAL

TO Elizabeth Mills, Harry Mills, Gerald Mills, 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 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 September, Anno Domini 1937 ISSUED the 22nd day of September Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in October, in the year nineteen hundred and thirty-seven, 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 ofWicomico 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:

To the first of said writs:

Summoned severally and copy left with each defendant.

Chas. H. Truitt, Sheriff.

To the second of said writs:

Summoned severally and copy left with each defendant.

Chas. H. Truitt, Sheriff.

To the third of said writs:

Summoned John W. Bounds, Administrator.

Chas. H. Truitt, Sheriff.

To the fourth of said writs:

Summoned severally and copy left with each defendant also 3 copies left with Lillian Mills as Guardian of above infants.

Chas. H. Truitt, Sheriff.

And thereafter to wit, on the nineteenth day of October, in the year nineteen hundred and thirty-seven, the answer of Hettie Hurley and Ernest Hurley was filed, to wit:

Dale Dashiell	) No. 5083 Chancery
vs.	) In the Circuit Court for Somerset
Ruth Bounds, et al.	) County and State of Maryland.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Hettie Hurley and Ernest Hurley, two of the defendants in the above entitled cause, to the Bill of Complaint of Dale Dashiell against them and others in this Court exhibited:

These defendants, answering, say:

(1) That the neither admit nor deny the matters and things contained in the first paragraph of said Bill of Complaint because they have no knowledge thereof.

(2) That, answering the second paragraph of said Bill of Complaint, they admit the death of Florence Phillips but neither admit nor deny that the parties named in said paragraph are her heirs.

(3) That, answering the third paragraph of said Bill of Complaint, they deny that the personal estate of the said Florence Phillips is insufficient to pay her debts but on the other hand are reliably informed and therefore allege that the personal estate of the said Florence Phillips is of a very substantial amount and ample to pay all her just debts and funeral expenses.

(4) That they neither admit nor deny the allegations contained in the fourth paragraph of said Bill of Complaint relative to the two or more parcels of real estate owned by the said Florence Phillips, although these defendants are advised that the said decedent did own real estate situated in Somerset County and State of Maryland.

And as in duty bound, etc.

J. Edgar Harvey

Solicitor for Hettie Hurley
and Ernest Hurley.

And thereafter, to wit, on the eighth day of November, in the year nineteen hundred and thirty-seven, the answer of Edith Zefoss and Weldon Zefoss, her husband, and Nettie C. Tindall and Delbert Tindall, her husband, was filed, to wit:

Dale Dashiell	O	No. 5083 Chancery
vs.	O	In the Circuit Court for Somerset
John W. Bounds, et als.	O	County, in Equity.

The joint and several answer of Edith Zefoss and Weldon Zefoss, her husband, and Nettie Tyndall and Delbert Tyndall, her husband, four of the defendants in the above entitled cause, to the bill of complaint of the plaintiff, Dale Dashiell, against them and others, in this cause exhibited.

These defendants and each of them admit the matters and facts sets forth in said bill of complaint and consent to the passage of such decree as may be right and proper in the premises.

Test to E. Zefoss & husband: Edith Zefoss her X mark

Test as to N. Tyndall & Husband: Weldon Zefoss

J. M. Tindel Nettie C. Tindall

Geo. M. Willing. Delbert Tindall

Mrs. Louise Begin.

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

Dale Dashiell	)	No. 5083 Chancery
vs.	)	In the Circuit Court for Somerset
John W. Bounds, et als.	)	County, in Equity.

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

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

That Elizabeth Mills, Harry Mills and Gerald Mills, all infant defendants in the above entitled cause, have been duly summoned in said cause, but being infants they can not answer and defend this suit for themselves, and have no guardian to answer and defend for them.

The complainant therefore prays your Honor 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.

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

UPON the aforegoing petition, it is ordered by the Circuit Court for Somerset County, in Equity, this 12th day of November, nineteen hundred and thirty seven, that James R. Stewart be and he is hereby appointed guardian ad litem to appear and answer for Elizabeth Mills, Harry Mills and Gerald Mills, infant 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 several answer of Elizabeth Mills, Harry Mills and Gerald Mills by James R. Stewart, guardian ad litem, duly appointed by the Circuit Court for Somerset County, to the bill of complaint of Dale Dashiell against them and others in the said Court exhibited.

These defendants and each of them for answer to the bill of complaint by their guardian ad litem, answer and say that being infants, they can not admit any of the allegations of the bill of complaint, but submit their rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.

James R. Stewart

Guardian ad litem.

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

Dale Dashiell	)	No. 5083 Chancery
vs.	)	In the Circuit Court for
Ruth Bounds et als.	)	Somerset County, in Equity.

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

The petition of the complainant, respectfully represents:

That Edith Zefoss and Weldon Zefoss, her husband, and Nettie Tyndall and Delbert Tyndall, her husband, adult defendants in the above cause, have been duly summoned to appear in said cause and have appeared herein and filed an answer; that Hettie Hurley and Ernest Hurley, adult defendants in said cause, have been duly summoned to appear and have appeared and filed an answer by their attorney in said cause; that Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Bessie Adkins and James Adkins, her husband, Dorothy Willey and George Willey, her husband, and John W. Bounds, Administrator, adult defendants, have been duly summoned to appear in said cause to the bill of complaint but have failed to appear and answer said bill of complaint within the time prescribed by the rules of this Court; and that the infant defendants, Elizabeth Mills, Harry Mills and Gerald Mills, have been duly summoned to appear in said cause and have appeared and answered said bill of complaint by a guardian ad litem duly appointed by this Court.

The Complainant therefore prays this Honorable Court that the bill of complaint in this cause may be taken pro confesso against the said Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Bessie Adkins and James Adkins, her husband, Dorothy Willey and George Willey, her hus band, and John W. Bounds, Administrator, adult defendants, so failing to appear and answer the said bill of complaint.

And the complainant further prays that leave may be granted to the parties to this cause to take testimony in this cause before one of the standing examiners of this Court or before a Special Examiner duly appointed by this Court.

Harry C. Dashiell
Solicitor for Complainant.

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

IT APPEARING in the above entitled cause, that Edith Zefoss and Weldon Zefoss, her husband, Nettie Tyndall and Delbert Tyndall, her husband, Nettie Hurley and Ernest Hurley, her husband, all adult defendants, have been duly summoned and have filed their respective answers in said cause; that Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Bessie Adkins and James Adkins, her husband, Dorothy Willey and George Willey, her husband, and John W. Bounds, Administrator, all adult defendants have been duly summoned to appear in said cause, and have failed to appear and answer the said bill of complaint; and that the infant defendants, Elizabeth Mills, Harry Mills and Gerald Mills, have been duly summoned to appear in said cause and have appeared and answered by a guardian ad litem duly appointed by this Court.

IT IS THEREUPON this 12th day of November, nineteen hundred and thirty seven, upon the aforegoing petition, adjudged, ordered and decreed, by the Circuit Court for Somerset County, in Equity, that the bill of complaint be, and the same is hereby taken, pro confesso against the said Ruth Bounds and John W. Bounds, her husband, John Grafton Mills and Lydia Mills, his wife, Samuel Mills and Della Mills, his wife, Winfield Mills and Maud Mills, his wife, Bessie Adkins and James

Adkins, her husband, Dorothy Willey and George Willey, her husband, and John W. Bounds, Administrator, adult defendants, who have been duly summoned to appear but have failed to appear and answer the bill of complaint filed in said cause.

AND it is further ordered that leave be and it is hereby granted to the parties to this cause to take testimony in support of the allegations of the bill of complaint before one of the standing examiners of this Court or before a Special Examiner duly appointed by this Court.

AND since it appears that Harry C. Dashiell, a standing examiner of this Court, is the solicitor for the Complainant in this cause, it is further ordered that L. Creston Beauchamp be and he is hereby appointed Special Examiner to take the testimony in said cause.

James M. Crockett, Judge.

And afterwards, to wit, on the fifteenth day of December, in the year nineteen hundred and thirty-seven, L. Creston Beauchamp, 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:

Dale Dashiell	) No. 5083 Chancery
vs.	) In the Circuit Court for Somerset
Ruth Bounds and John W. Bounds, her husband, et al.	) County and State of Maryland.
	)

In the above entitled cause, I, L. Creston Beauchamp, having been appointed by this Honorable Court to take the depositions of the witnesses, do hereby certify that after conference with Harry C. Dashiell, Solicitor for the Complainant, and J. Edgar Harvey, Solicitor for some of the Respondents, and at the instance of Mr. Harvey, I did fix Wednesday, the 8th day of December, 1937, at the hour of two o'clock P. M. for the taking of the testimony in said cause, and on said December 8th, 1937 at two o'clock P. M., I did take the following depositions in the presence of Harry C. Dashiell, Solicitor for the Complainant, the said J. Edgar Harvey, Esq. having failed to appear.

(It is agreed by and between Counsel that the signatures of the witnesses to the depositions shall be waived.)

Thereupon:

John W. Bounds, a witness of lawful age, having first been duly sworn by me, deposes and says.

EXAMINATION

BY MR. DASHIELL:

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

A. John W. Bounds; 58; Trappe District, Wicomico County; farmer.

Q.2. Do you know the parties to this suit; if so, how long have you known them?

A. Yes, I know all the parties to this suit and have known them all for the last thirty years.

Q.3. Did you know Florence M. Phillips in her life time; if so, is she living or dead; if dead, when and where did she die, and did she or not die intestate, snd who are her heirs at law?

A. I did know Florence M. Phillips in her lifetime. She was my wife's sister. She died on the 7th day of August, 1937 at the home of her brother, Winfield Mills, in Quantico District, Wicomico County. Mrs. Phillips left no last Will and testament. Her husband, the late Clarence W. Phillips, departed this life before her death. She never had any children or descendants and her only heirs at law are her brothers and sisters and the descendants of a deceased brother, as follows:

The defendant, my wife, Ruth Bounds, sister of Florence M. Phillips, and both my wife and myself are of full age and reside near Allen in Wicomico County.

The defendant, John Grafton Mills, a brother, who intermarried with the defendant, Lydia

Mills, both of whom are of full age and reside in Wicomico County.

The defendant, Samuel Mills, a brother, who intermarried with the defendant Della Mills, both of whom are of full age and reside in Wicomico County.

The defendant, Winfield Mills, a brother, who intermarried with the Defendant Maude Mills, both of whom are adults and reside in Wicomico County.

The defendant, Hettie Hurley, a sister, who intermarried with the defendant Ernest Hurley, both of whom are adults and reside in Wicomico County.

The defendant, Edith Zefoss, a sister, who intermarried with the defendant Weldon Zefoss, both of whom are adults and reside in Philadelphia, Pa.

The defendant, Bessie Adkins, a sister, who intermarried with the defendant, James Adkins, both of whom are adults and reside in Wicomico County.

Mrs. Phillips also had a brother, Harry Mills, who died before Mrs. Phillips' death, leaving the following children:

The defendant, Nettie Tyndall, who intermarried with the defendant Delbert Tyndall, both of whom are adults and reside in Sussex County, Delaware.

The defendant, Dorothy Willey, a daughter, who intermarried with the defendant George Willey, both of whom are adults and reside in Wicomico County.

Also the following minor children who are under twenty-one years of age, namely: Elizabeth Mills, Harry Mills, Gerald Mills, all of whom reside near Salisbury in Wicomico County.

Q.4. Please state whether or not the said Florence Phillips left any personal estate at the time of her death and whether or not administration has been granted thereon.

A. Mrs. Phillips at the time of her death left a small amount of personal property at her former home in Mt. Vernon District in Somerset County. By consent of the heirs, I was asked to administer upon this small estate. I qualified before the Register of Wills of Somerset County and had the property appraised and sold and the gross amount that I realized from the sale was $151.00, and from this amount, of course, will have to be paid certain necessary expenses of administration.

Q.5. Please state whether or not the estate of Mrs. Florence Phillips owed any debts at the time of her death:

A. The time has not fully arrived for me to make final distribution of the personal estate, but I do know that there are a number of claims already filed against Mrs. Phillips' estate. I know the undertaker who buried Mrs. Phillips, Mr. Dale Dashiell, who is the Plaintiff in this suit, has abalance due on his claim of $55.00. Dr. Daisey has filed a claim for $77.00 for medical services to Mrs. Phillips in her last illness. I have a claim against the estate of $26.85 for cash money that I advanced to Mrs. Phillips in her lifetime. Mr. Winfield Mills has filed a claim against the estate of $205.00 for care and nursing Mrs. Phillips at his home, where she died, during the last several months of her life. There may be some other small bills which have not yet been filed, and of course, the above bills do not take into account the cost of administration and commissions.

Q.6. Please state whether or not the said Florence M. Phillips owned any real estate at the time of her death and if so, describe it and state its value?

A. At the time of her death Mrs. Phillips owned real estate in Mt. Vernon District in Somerset County, described as follows:

1. The home place where she and her husband resided, containing one acre, more or less, and adjoining the lands of Ollie Horner on the North, the land of Aldie Price on the West; James Wilson and wife on the East and Melvin Pruitt on the South. This property is improved by a two-story frame dwelling, garage and three other small outbuildings, all in fair condition of repair and in my opinion is worth about Five Hundred dollars.

2. Mrs. Phillips also owned an undivided one-half interest in a tract of woodland contain-

ing about 29.3 acres, adjoining woodland of William Bloodsworth on the East, and woodland of Arthur L. Bloodsworth on the West. Mrs. Phillips owned an interest in this woodland, jointly with Irvin P. Simpkins. Her undivided interest in the woodland is worth in my opinion Two Hundred Dollars. The above real estate was owned by Clarence W. Phillips in his lifetime. When he died intestate it descended to his wife and to his other heirs at law and Mrs. Phillips by three separate deeds acquired the interest of the other heirs of Mr. Phillips in said property.

Plaintiff's solicitor herewith files, to be used as evidence in this cause, certified copy of deed to Florence M. Phillips from Myrtle Windsor, and husband, marked Plaintiff's Exhibit "A". Also certified copy of deed to Mrs. Phillips from Elmon T. Phillips, and wife, marked Plaintiff's Exhibit "B". Also certified copy of deed to Mrs. Phillips from Theresa G. Price marked Plaintiff's Exhibit "C".

In answer to the general question, the witness replied, "There is nothing further that I desire to say".

Thereupon:

Mr. Winfield Mills, a witness of lawful age, having first been duly sworn by me, deposes and says:

EXAMINATION

BY MR. DASHIELL:

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

A. Winfield Mills; 60; Quantico District, Wicomico County, Maryland; farmer.

Q.2. Do you know the parties to this suit and if so, how long have you known them?

A. I know all the parties to this suit. The undertaker, Mr. Dashiell, who is the Plaintiff in this case, buried my sister, and the defendants are my brothers and sisters and their husbands and wives as the case may be. I have known them all my life.

Q.3. Did you know Florence M. Phillips in her lifetime; if so, is she living or dead; if dead, when and where did she die; did she or not die intestate and who are her heirs at law?

A. I did know Florence M. Phillips in her lifetime. She was my sister. She was ill at my home several months and died at my home. She did not leave any last Will and Testament. Her husband, Clarence W. Phillips departed this life before her death, and they never had any children or descendants. Her heirs at law are the Defendants in this cause, as follows:

Ruth Bounds, a sister, who married John W. Bounds, both of whom are adults and reside in Wicomico County.

The defendant, John Grafton Mills, a brother, who intermarried with Lydia Mills, both of whom are adults and reside in Wicomico County.

Samuel Mills, a brother, who intermarried with Della Mills, both of whom are adults and reside in Wicomico County.

Myself, Winfield Mills, a brother, who married Maude Mills, and we are both adults and reside in Wicomico County.

The Defendant, Hettie Hurley, a sister, who intermarried with Ernest Hurley, both of whom are of full age and reside in Wicomico County.

The defendant, Edith Zefoss, a sister, who intermarried with Weldon Zefoss and they are both grown and reside in Philadelphia, Pa.

The Defendant, Bessie Adkins, a sister, who married James Adkins and they are both grown and reside in Wicomico County.

She also had another brother, Harry Mills, who died before Mrs. Phillips and he left the following children:

The defendant, Nettie Tyndall, who married Delbert Tyndall, both of whom are adults and reside in Sussex County, Delaware.

The defendant, Dorothy Willey, who married George Willey, and they are both grown and reside in Wicomico County.

Also the Defendants, Elizabeth Mills, Harry Mills and Gerald Mills, who are minors under the age of 21 years, and all live with their mother near Salisbury in Wicomico County.

Q.4. Please state whether or not Mrs. Phillips left any personal estate at the time of her death and if administration has been granted thereon.

A. My sister left a very small amount of personal property down at Mt. Vernon in Somerset County. We all asked Mr. Bounds, our brother-in-law, to act as administrator and he had the property appraised and sold and I think the gross amount realized by him from the sale was $151.00.

Q.5. Please state whether or not Florence M. Phillips owned any real estate at the time of her death and if so, describe it and state its location and value?

A. At the time of her death Mrs. Phillips owned her home place in Mt. Vernon where she resided, containing about one acre, more or less, and this property is worth in my opinion about Five Hundred Dollars. Mrs. Phillips also owned an undivided one-half interest in a tract of woodland in Mt. Vernon District contained about 29 acres. In my opinion her un-divided interest in this woodland is worth about Two hundred dollars. The above real estate that was owned by my sister at the time of her death is the same real estate that is described in the three deeds, copies of which were filed in this cause by the previous witness. I am familiar with these deeds and remember when they were obtained by my sister.

Q.6. Please state whether or not Florence M. Phillips owed any debts at the time of her death?

A. At the time of her death the estate of Mrs. Phillips was indebted to various persons. I think that she owed Dr. Daisey for medical attention in her last illness about $77.00. Mr. Bounds advanced certain monies to her which have not been repaid. The amount of that bill is about $26.85. The balance due the undertaker, Mr. Dashiell, on his claim is $55.00. I have filed a bill for nursing, care and attention to my sister in her last illness, covering a period of several months, of $205.00. These claims have not been paid and when you deduct from the small amount of money in Mr. Bounds' hands the necessary costs of administration, there will not be a sufficient sum left to discharge and pay the bills that have already been filed against the estate.

In answer to the general question the witness replied, "No sir".

Thereupon:

Miss Florence Dryden, a witness of lawful age, having been first duly sworn by me, deposes and says:

EXAMINATION

BY MR. DASHIELL:

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

A. Florence Dryden; 27; Deputy Register of Wills for Somerset County; Princess Anne, Maryland.

Q.2. As Register of Wills for Somerset County, are you or not the custodian of the papers filed in connection with administration upon estates?

A. I am.

Q.3. Please state whether or not there has been any administration upon the estate of Florence M. Phillips and if so, what has been done in connection with such administration?

A. Mr. John W. Bounds was appointed administrator on September 14, 1937. An inventory of personal and real estate has been filed; Order of sale was granted and account of sale has been returned, which amounted to $151.55. Claims have been filed by Dr. W. O. Daisy; Mr. John W. Bounds, $26.85; Mr. Dale Dashiell, balance $55.00; Mr. Winfield Mills, $205.00. The final administration account has not been passed.

In answer to the general question the witness replied, "Nothing further".

Thereupon:

Mr. Dale Dashiell, a witness of lawful age, having been first duly sworn by me, deposes and says:

EXAMINATION

BY MR. DASHIELL:

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

A. Dale Dashiell; 58; Princess Anne, Maryland; undertaker.

Q.2. Did you know Florence M. Phillips in her lifetime and what services, if any, did you perform at the time of her death?

A. I did know Florence M. Phillips. We prepared her body. The casket was $200.00, embalming $15.00, vault $35.00, opening grave $5.00, which makes a total of $255.00, upon which there has been a payment of $200.00, leaving a balance of $55.00.

Q.3. As undertaker, did you or not perform all the services upon the body of Mrs.Phillips at the time of her death and conduct the funeral for Mrs. Phillips?

A. Yes, I did, and the amounts that I have charged for these services are the amounts that I always charge for service of this character.

In answer to the general question the witness replied, "No sir".

There being no further witnesses produced to me to be examined either upon the part of the plaintiff or on behalf of the defendant, I herewith return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct.

Given under my hand and seal this 15th of December, 1937.

L. Creston Beauchamp (SEAL)
Special Examiner.

Bill of Costs:

Gilbert Smith, Court stenographer,	$8.00
L. Creston Beauchamp, Special Examiner	4.00
	12.00

Exhibit A referred to in the foregoing Testimony is in the words following, towit:

THIS DEED AND ASSIGNMENT, Made this 21st day of October nineteen hundred and thirty-two by Myrtle Windsor and Planner Windsor, her husband, of Dorchester County, State of Maryland, witnesseth: That in consideration of the sum of one dollars and other good and sufficient considerations the receipt of which is hereby acknowledged the said Myrtle Windsor and Planner Windsor do hereby grant and convey unto Florence M. Phillips of Somerset County, Maryland, her heirs and assigns, all their, the said grantors' right, title, interest and estate, in and to each and all of the lots, parcels or tracts of land situate in Mt. Vernon Election District in said Somerset County, of which Clarence W. Phillips late of Somerset County died seized and possessed, consisting of the home place where the said Florence M. Phillips resides, containing one acre, more or less, adjoining the land of Ollie Horner on the North and Aldie Price on the West, and on the East by the land of James Wilson and wife, and adjoining Melvin Pruitt on the South, also an undivided interest in a parcel of woodland lying on the South side of the main County road leading through Mt. Vernon, which was owned jointly by the said Clarence W. Phillips and Irvin Simpkins.

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

To have and to hold the said 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 Florence M. Phillips, her heirs and assigns in fee simple.

And the said Myrtle Windsor and Planner Windsor covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

And for the consideration aforesaid, the said Myrtle Windsor does hereby further assign, set over and transfer unto the said Florence M. Phillips, her personal representatives and assigns, all her right, title and interest in and to the personal estate of the said Clarence W. Phillips, including her distributive share thereof as surviving sister of the said Clarence W. Phillips and the receipt and the release of the said Florence M. Phillips for her said distributive share, shall constitute a full acquitance to the administrator of the said Clarence W. Phillips.

Witness the hands and seals of the said grantors.

Alfred W. G. Hoge, Witness. — Myrtle Windsor (SEAL) — Planner Windsor (SEAL)

State of Maryland, Dorchester County, to wit:

I hereby certify that on this 21st day of October nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Dorchester County aforesaid, personally appeared Myrtle Windsor and Planner Windsor, and each acknowledged the aforegoing deed to be their respective act and deed, and I do further certify that I have witnessed the signatures of each of said parties, each of whom signed said deed in my presence.

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

$.50 Revenue Stamp. — Alfred W. G. Hoge, Notary Public — Seal of Notary

Received for record October 27th, 1932, and recorded in Liber J. M. T. No. 104, folio 113, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing deed is truly copied from Liber J. M. T. No. 104, folio 113, 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 second day of December, 1937.

J. Millard Tawes, Clerk.

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

THIS DEED AND ASSIGNMENT, Made this 4th day of October, nineteen hundred and thirty-two by Elmon T. Phillips and Mary Phillips, his wife, of Baltimore City, State of Maryland, witnesseth: That in consideration of the sum of one dollar and other good and sufficient considerations the receipt of which is hereby acknowledged, the said Elmon T. Phillips, and Mary Phillips, do hereby grant and convey unto Florence M. Phillips of Somerset County, Maryland, her heirs and assigns, all their the said grantor's right, title, interest and estate, in and to each and all of the lots, parcels or tracts of land situate in Mt. Vernon Election District in said Somerset County, of which Clarence W. Phillips late of Somerset County died seized and possessed, consisting of the home place where the said Florence M.Phillips resides, containing one acre, more or less, adjoining the land of Ollie Horner on the North and Aldie Price on the West, and on the East by the land of James Wilson and wife, and adjoining Melvin Pruitt on the South, also an undivided interest in a parcel of woodland lying on the South side of the Main County road leading through Mt. Vernon, which was owned jointly by the said Clarence W. Phillips and Irvin Simpkins.

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

To have and to hold the said 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 Florence M. Phillips, her heirs and assigns in fee simple.

And the said Elmon T. Phillips covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

And for the consideration aforesaid I, the said Elmon T. Phillips do hereby further assign set over and transfer unto the said Florence M. Phillips, her personal representatives and assigns, all my right, title and interest in and to the personal estate of the said Clarence W. Phillips, including my distributive share thereof as surviving brother of the said Clarence W. Phillips and the receipt and the release of the said Florence M. Phillips for my said distributive share, shall constitute a full acquitance to the administrator of the said Clarence W. Phillips.

Witness the hand and seal of the said grantor.

Louis J. Smith — Elmona T. Phillips (SEAL)

Witness: Louis J. Smith. — Mary A. Phillips (SEAL)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 4th day of October nineteen hundred and thirty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Elmon T. Phillips and acknowledged the foregoing deed to be his act and deed and signed his name thereto in my presence.

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

Louis J. Smith — Seal of
Notary Public — Notary

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 20th day of October nineteen hundred and thirty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Mary Phillips and acknowledged the foregoing deed to be her act and deed and signed her name thereto in my presence.

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

$.50 — Louis J. Smith — Seal of
Revenue stamp. — Notary Public — Notary

Received for Record October 27th, 1932, and recorded in Liber J. M. T. No. 104, folio 114, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing Deed is truly copied from Liber J. M. T. No. 104, folio 114, one of the Land Records of Somerset County.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court this third day of December, 1937.

SEAL OF — J. Millard Tawes, Clerk.
COURT

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

THIS DEED AND ASSIGNMENT, Made this 26th day of September, nineteen hundred and thirty-two by Theresa G. Price and Ernest Price her husband, of the State of California temporarily in Somerset County, State of Maryland, witnesseth, that in consideration of the sum of one dollar and other good and sufficient considerations, the receipt of which is hereby acknowledged the said

Theresa G. Price and Ernest Price do hereby grant and convey unto Florence M. Phillips of said Somerset County, her heirs and assigns, all her, the said grantor's right, title, interest and estate in and to each and all of the lots, parcels or tracts of land situate in Mt. Vernon Election District in said Somerset County, of which Clarence W. Phillips late of Somerset County died seized and possessed, consisting of the home place where the said Florence M. Phillips resides, containing one acre, more or less, adjoining the land of Ollie Horner on the North, Aldie Price on the West, on the East by James Wilson and wife, and adjoining Melvin Pruitt on the South, also an undivided interest in a parcel of woodland lying on the South side of the main road leading through Mt. Vernon, which was owned jointly by the said Clarence W. Phillips and Irvin Simpkins.

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

To have and to hold the said 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 Florence M. Phillips, her heirs and assigns in fee simple.

And the said Theresa G. Price covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such further assurances of said land as may be requisite.

And for the consideration aforesaid, I the said Theresa G. Price do hereby further assign, set over, and transfer unto the said Florence M. Phillips, her personal representatives and assigns, all my right, title and interest in and to the personal estate of the said Clarence W. Phillips including any distributive share thereof as surviving sister of the said Clarence W. Phillips, and the receipt and release of the said Florence M. Phillips for my said distributive share shall constitute a full acquitance to the administrator of the estate of the said Clarence W. Phillips.

Witness the hand and seal of the said grantor.

Samuel H. Sudler
Witness.

Theresa G. Price (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th 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 Theresa G. Price and acknowledged the foregoing deed and assignment to be her act and deed and signed her name thereto in my presence.

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

SEAL of NOTARY

Samuel H. Sudler
Notary Public

State of California, San Diego County, to wit:

I hereby certify, that on this day of October nineteen hundred and thirty-two before me, the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared Ernest Price and acknowledged the foregoing deed and assignment to be his act and deed and signed his name there to in my presence.

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

$.50
Revenue stamp

_____,
Notary Public

Received for Record October 27th, 1932, and recorded in Liber J. M. T. No. 104, folio 115, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County hereby certify that the aforegoing Deed is truly copied from Liber J. M. T. No. 104, folio 115, one of the Land Records of Somerset County.

SEAL OF COURT — In testimony whereof I hereunto subscribe my namd and affix the seal of said Court this third day of December, 1937.

J. Millard Tawes, Clerk.

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

Dale Dashiell	)	No. 5083 Chancery
vs.	)	In the Circuit Court for
Ruth Bounds, 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 29th day of December, nineteen 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 Harry C. Dashiell be and he is hereby appointed Trustee to make such sale and the course and manner of his proceedings shall be as follows:

He shall first file in the office of the Clerk of the Circuit Court in Equity a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the said Clerk in the penalty of two thousand dollars, if individual surety or sureties, or one-half of said penal sum if corporate security, conditioned for the faithful performance of the trust reposed in him by this decree, or tha 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 six months from the day of sale; the deferred payment 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 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 from such 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 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 or sales, the said Trustee is directed to give notice to the creditors of the said Florence Phillips, 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, a corporation under the laws of the State of New York, surety, are held and firmly bound unto the said State of Maryland, in the full and just sum of ONE THOUSAND DOLLARS ($1000.00), to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly, to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, firmly by these presents, sealed with our seals and dated this 1st day of January, nineteen hundred and thirty eight.

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 real estate mentioned in the proceedings in the suit of Dale Dashiell against Ruth A. Bounds et. als. pending in said Court, the same being No. 5083 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 hereunto 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: Harry C. Dashiell (SEAL)

S. Frank Dashiell. CORPORATE AMERICAN SURETY COMPANY

SEAL By Harry C. Dashiell

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:

Dale Dashiell	)	No. 5083 Chancery
vs.	)	In the Circuit Court for Somerset
Ruth Bounds, et. als.	)	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 the 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 twenty-fifth day of January, nineteen hundred and thirty eight, 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:

FIRST: your said Trustee did offer all that lot or parcel of land, situate in Mt. Vernon Election District, in said Somerset County and State of Maryland, constituting the home place of the late Clarence W. and Florence M. Phillips, adjoining the land of Ollie Horner on the north, the land of the late Aldie Price on the west and Melvin Pruitt on the south and containing one

acre, more or less. This property is improved by a two story, frame dwelling, garage and three small out-buildings; whereupon Norman Mayne and Lydia Powell Mayne, his wife, of said Somerset County, they being the highest and best bidders therefor, became the purchasers thereof, at and for the sum of five hundred and five dollars ($505.00); and the said purchasers have complied with the terms of said sale by paying to your said Trustee the sum of one hundred and thirty dollars ($130.00) in cash, and giving to your said Trustee their note, endorsed by Bailey Thomas, for the sum of three hundred and seventy five dollars ($375.00), payable upon the ratification of said sale by said Trustee.

SECOND: Your Trustee then offered an undivided one-half interest in and to a tract of wood land, situate on the south side of the County Road in said Mt. Vernon Election District, adjoining the woodland of William Bloodsworth on the east and the wood land of Arthur L. Bloodsworth on the west and containing about 29 acres of wood land, more or less; whereupon Irving P. Simpkins, of said Somerset County, he being the highest and best bidder therefor, became the purchaser thereof at and for the sum of forty five dollars; and the said purchaser has complied with the terms of said sale by paying all of said purchase money to said Trustee in cash.

The two tracts of land above described were owned by the late Clarence W. Phillips in his life time and upon his death descended unto his widow, Florence M. Phillips and unto his brothers and sisters; the interest therein of said brothers and sisters of the said Clarence W. Phillips being afterwards conveyed unto the said Florence M. Phillips by three deeds: one from Myrtle Windsor and husband, dated October twenty first, nineteen hundred and thirty two and recorded in Liber J. M. T. No. 104 folio 113; another from Elmon T. Phillips and wife, dated October fourth, nineteen hundred and thirty two and recorded in Liber J. M. T. No. 104 folio 114, and a third from Theresa G. Price, dated dated September twenty sixth, nineteen hundred and thirty two, and recorded in Liber J. M. T. No. 104 folio 115.

ALL of which is respectfully submitted.

Harry C. Dashiell
TRUSTEE

State of Maryland, Somerset County, to wit:

I hereby certify that on this 26th day of January, nineteen hundred and thirty eight, 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.

J. Millard Tawes,
Clerk.

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

Dale Dashiell	)	No. 5083 Chancery
vs.	)	In the Circuit Court for
Ruth Bounds, et. als.	)	Somerset County, 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 26th day of February, nineteen hundred and thirty eight, 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 23rd day of February, nineteen hundred and thirty eight.

The report states the amount of sales to be $550.00.

J. Millard Tawes, Clerk.
Clerk.

And now at this day, to wit, on the 28th day of February, in the year nineteen hundred and thirty-eight, came again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order, to wit:

Dale Dashiell	)	No. 5083 Chancery
vs.	)	In the Circuit Court for
Ruth Bounds, et. als.	)	Somerset County, in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 28th day of February, nineteen hundred and thirty eight, 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.

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 Jawes, Clerk.

""

George H. Myers, Assignee Ex parte under power in mortgage from Reuben Sherman and wife	)	Be it remembered that heretofore, to wit, on the twenty-ninth day of December, 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 Deals Island Bank, by a certain Reuben Sherman and Pearl Sherman, his wife, of said County and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 13 day of July, in the year nineteen hundred and twenty, by Reuben Sherman and Pearl Sherman, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Reuben Sherman is indebted to the "Deals Island Bank", a body corporate, in the sum of Four Hundred Dollars, which said sum the said Deals Island Bank has advanced for the said Reuben Sherman for the purpose of paying a part of the purchase money for the property hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said Reuben Sherman and Pearl Sherman for said sum of four hundred dollars, payable to the said Deals Island Bank one year after date, with interest from date, payable semi-annually from date, and whereas for the purpose of further securing the payment of said sum with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Reuben Sherman and Pearl Sherman, his wife, do grant and convey unto the said Deals Island Bank, a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land on Deals Island, Somerset County, Maryland, which was conveyed to the said Reuben Sherman by Harry C. Dashiell, trustee, by deed dated the second day of July, nineteen hundred and twenty, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, lying and being on the county road leading from the main county road through said island to Bradshaw's Landing, being the same land which was conveyed to Winfred G. Mister by Lazarus B.

Wilson and wife, by deed dated the 21st day of December, 1900, recorded among the land records of said county in Liber O. T. B. No. 30, folio 339 etc. to which said deeds and the references in said deeds contained reference is hereby made for full and accurate description of the lands hereby conveyed.

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

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

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Reuben Sherman and Pearl E. Sherman, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or H. Fillmore Lankford, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having 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

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

WITNESS the hands and seals of said mortgagors.

Test: Reuben Sherman (SEAL)

Wilbert T. Kelly, J. P. Pearl Sherman (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby Certify, That on this 13th day of July, in the year nineteen hundred and twenty, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Reuben Sherman and Pearl Sherman, 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.

Wilbert T. Kelly, J. P.

Received for record 16 July 1920 and recorded in Liber W. J. S. No 82 folio 72 &c one of the land record of Somerset County. Per W. Jerome Sterling, Clerk

For value Recieved, 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 Seal of the said corporation this 10th day of February, 1933.

Witness: DEALS ISLAND BANK
Deals Island, Md.

Dorothy D. Jones. By Wm. B. Spiva
President CORPORATE SEAL

For Value Received, the Bank of Somerset, 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.

Witness: Eunice Pilchard BANK OF SOMERSET

By Wm. B. Spiva, CORPORATE
President. SEAL

Filed for Record August 1st, 1936, and recorded in Liber W. J. S. No. 82, folio 72.

Test: J. Millard Tawes, Clerk.

The Somerset Mortgage and Certificates Corporation, a body corporate, hereby assigns the within and aforegoing mortgage to George H. Myers, of Somerset County, State of Maryland, for the purpose of foreclosure.

Witness the signature of The Somerset Mortgage and Certificates Corporation by William B. Spiva, its Vice-President, and the corporate seal thereof, this twenty-ninth, day of December, nineteen hundred and thirty-seven.

Eunice Pilchard.
Witness. CORPORATE SEAL THE SOMERSET MORTGAGE AND CERTIFICATES CORPORATION

By Wm. B. Spiva,
Vice-President.

Filed for Record December 29th, 1937, and recorded in Liber W. J. S. No. 82 folio 73.

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 eight 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 ninth day of December, nineteen hundred and thirty-seven.

WHEREAS the above bounden, George H. Myers, as Assignee of a certain mortgage executed by Reuben Sherman and Pearl Sherman, his wife, to Deals Island Bank, dated July thirteenth, nineteen hundred and twenty seven, and recorded among the land records of Somerset County, Maryland, in Liber No. 82, folio 72, 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.

Eunice Pilchard.	Geo. H. Myers	(SEAL)
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 twenty-fifth day of January, in the year nineteen hundred and thirty-eight, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

George H. Myers, Assignee,	)	No. 5118 Chancery
Ex parte under power in mortgage from Ruben Sherman, et al	)	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 Ruben Sherman and Pearl Sherman, his wife to Deals Island Bank and dated July 13, 1920, and recorded among the Land Records of said Somerset County in Liber No. 82 folio 72, 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-fifth day of

January in the year nineteen hundred and thirty-eight at 2:00 o'clock P. M., and then and there proceed to sell said property, to-wit: All that lot or parcel of land containing three-fourths of an acre, more or less, whereon Holly Abbott now resides, located on Deals Island in said Somerset County, lying and binding on the county road leading to Bradshaw's Landing, from the main county road running through said Island and being the same land that was conveyed to the said Reuben Sherman by Harry C. Dashiell, Trustee by deed dated July 2, 1920, and duly of record among the land records of said Somerset County in Liber No. 81, folio 49.

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 said purchase price as follows:

J. Millard Tawes, Clerk's Charges	$11.00
Carlos Bozman, State and County taxes	82.64
Marylander and Herald, advertising and order nisi	17.00
Edwin B. Muir, Auctioneer	2.00
Assignee's commissions per Chancery rule	30.00
Balance to The Somerset Mortgage and Certificates Corporation on account of mortgage debt and interest	357.36
TOTAL	$ 500.00

Respectfully submitted,

Geo. H. Myers
Assignee

STATE OF MARYLAND, SOMERSET COUNTY, Sct;

On this 25th day of January nineteen hundred and thirty eight, personally appeared before me, Clerk of the Circuit Court of the State of Maryland, in and for Somerset County aforesaid, George H. Myers, Assignee named in the above report of sale, and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

J. Millard Tawes
CLERK 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,	)	No. 5118 Chancery
Ex Parte under power in mortgage from Ruben Sherman, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.
	)	

ORDERED, that the sale of the property mentioned in these proceedings and the distribution of the proceeds thereof made and reported by George H. Myers, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the twenty fifth day of February, 1938, PROVIDED, a copy of this order be inserted in some weekly newspaper printed in said Somerset County, once in each of three successive weeks before the twenty-fourth day of February, 1938.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the second day of March, in the year nineteen hundred and thirty-eight, 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,	)	No. 5118 Chancery
Ex parte under power in mortgage from Ruben Sherman, et al	)	In the Circuit Court for
	)	Somerset County, Maryland.

ORDERED BY THE COURT, This 2nd day of March, 1938, that the sale and distribution of pro-

ceeds 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.

Benj. A. Johnson.

And thereupon it is ordered 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 March, being the seventh day of the same month, in the year of our Lord one thousand nine hundred and thirty-eight.

Were present,

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

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

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

Clarence P. Lankford, Ex parte Trust created by mortgage from Maggie B. Adams to the Bank of Crisfield, a body corporate	Be it remembered that heretofore, to wit, onthe thirteenth day of November, in the year 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 Maggie B. Adams, of said County and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 23d day of February in the year nineteen hundred and twenty-three, by Maggie B. Adams, of Somerset County, in the State of Maryland:

Whereas, the said Maggie B. Adams has this day borrowed from the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, the sum of Nine Hundred Dollars ($900.00), which the said the "Bank of Crisfield", a body corporate as aforesaid, has advanced and loaned to the said Maggie B. Adams to enable the said Maggie B. Adams to purchase the first hereinafter described parcel of real estate this day conveyed unto the said Maggie B. Adams by Charles A. Loockerman and wife, and which said sum so advanced has been paid been paid to the said Charles A. Loockerman as and for the purchase money for said real estate; and whereas, the said Maggie B. Adams has executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, her promissory note for said sum of Nine Hundred Dollars ($900.00), 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 Maggie B. Adams has agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises and the sum of five dollars in hand paid, the said Maggie B. Adams 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, the following real estate situate, lying and being in Somerset County, in the State of Maryland, and described as follows: (First), all that lot or parcel of land in the Town of Crisfield, County and State aforesaid, on the South side of Chesapeake Avenue, and described as follows, beginning for the same on the South side of said Chesapeake Avenue, at the North-west corner of the land of W. Carroll Gunby, thence running in a Southerly direction, by and with the land of said W. Carroll Gunby, a distance of one hundred and fifty (150) feet, to a ten foot alley, thence in a Westerly direction, by and with said ten foot alley, a distance of sixty-two (62) feet, to a proposed street (twenty feet wide), thence in a Northerly direction, by and with said proposed street, a distance of one hundred and fifty (150) feet, to said Chesapeake Avenue, and thence in an Easterly direction, by and with said Chesapeake Avenue, a distance of sixty-two (62) feet, to the place of beginning, -- being the same and all the real estate and premises conveyed unto the said Maggie B. Adams by Charles A. Loockermand 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 Somerset County cotemporaneously with this mortgage, and (SECOND), all the right, title, and interest, the same being undivided one-third interest, in and to all that farm, tract or parcel of land in Brinkley's District, County and State aforesaid, between Marion Station and Burnettsville, being a part of what is known as the William L. Littleton tract, being the same and all the real estate and premises which was conveyed unto Ernest J. Adams (the husband of the said Maggie B. Adams) late of Somerset County, deceased, by Gordon Tull and Aden Davis, Jr. and wife, by deed bearing date the twelfth day of April, in the year nineteen hundred and sixteen, and recorded among the Land Records of Somerset County in Liber W. J. S. No. 70 folio 439 etc, and which said land upon the death of the said Ernest J. Adams, intestate, descended to the said Maggie B. Adams, his widow, one-third, and to his daughter, Pauline Adams, two-thirds, as hisonly heirs at law, -- 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 all rights of way belonging or appurtenant to said lands and premises.

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

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

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

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

WITNESS the hand and seal of said mortgagor.

Test: Maggie B. Adams (SEAL)

Fred N. Holland.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this _____ day of February 23d 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 Maggie B. Adams, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, president of the "Bank of Crisfield", mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Fred N. Holland

Justice of the Peace.

Received for Record February 24th, 1923, and recorded in Liber W. J. S. No. 83, folio 582, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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

Know all men by these presents, that we, Clarence P. Lankford, principal, and 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 Five Hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th 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 Maggie B. Adams, to the "Bank of Crisfield", a body corporate, dated the twenty-third day of February, in the year nineteen hundred and twenty-three, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 85 folio 582 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford, is about to exercise the power of sale in said mortgage contained by a sale of said property.

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

Witness: 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, nineteen hundred and thirty-six.

J. Millard Tawes, Clerk.

And thereafter to wit, on the nineteenth 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 aforesaid filed, are in the words following, to wit:

Clarence P. Lankford, Ex-parte	)	No. 4947 Chancery
Trust created by mortgage from Maggie B. Adams to the "Bank of Crisfield", a body corporate.	)	In the Circuit Court for Somerset County.
	)	

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

The report of Clarence P. Lankford, attorney named in a mortgage from Maggie B. Adams to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the twenty-third day of February, in the year nineteen hundred and twenty-three, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 83 folio 582 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 ninth day of January, 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 in said mortgage described and conveyed, in manner following, that is to say:

Your Attorney offered at public sale to the highest bidder, all the right, title, interest and estate of the said Maggie B. Adams (now Maggie B. Ford) being an undivided one-third interest in and to 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, between Marion Station and Burnettsville, being a part of what is known as the William L. Littleton tract, being the same and all the real estate and premises which were conveyed unto Ernest J. Adams (the husband of the said Maggie B. Adams), deceased, by Gordon Tull and Aden Davis and wife by deed bearing date the twelfth day of April, in the year nineteen hundred and fourteen, and recorded among the said Land Records of Somerset County in Liber W. J. S. No. 70 folio 439 etc, and which said real estate on the death of the said Ernest J. Adams, intestate, descended to the said Maggie B. Adams, his widow, one-third interest, and unto his daughter, Pauline Adams, two-thirds interest, as his only heirs at law, and which said property is also fully described in said mortgage, whereupon Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, of Somerset County, in the State of Maryland, being the highest and best bidders therefor, became the purchasers thereof, at and for the sum of Three Hundred Dollars ($300.00), all of which has been paid to your attorney in full.

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 19th day of January, 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 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 here passed the following order, to wit:

Clarence P. Lankford, Ex parte	)	No. 4947 Chancery
	)	
Trust created by mortgage from Maggie B. Adams 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 19th day of January, 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 Maggie B. Adams to the "Bank of Crisfield", a body corporate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of February, next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 20th day of February, next.

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

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirteenth day of April, in the year nineteen hundred and thirty-seven, the following petition was filed, to wit:

Clarence P. Lankford, Ex parte,	)	No. 4947 Chancery
Trust created by mortgage from Maggie B. Adams 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 petition of Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, respectfully represents:

That Clarence P. Lankford, Attorney named in this cause, offered, at public auction, the undivided one-third interest of Maggie B. Adams, in the property mentioned in this cause, and that at the time of said sale, to-wit, on the ninth day of January, nineteen hundred and thirty-seven, your petitioners were under the impression that the property mentioned in the advertisement of sale binded on the County Road leading from Marion Station to Burnettsville; that the said Clarence P. Lankford, Attorney as aforesaid, was under the same impression and so represented to your petitioners; that your petitioners purchased said property at said sale at and for the sum of Three Hundred Dollars ($300.00), and paid the full purchase money to the said Clarence P. Lankford, Attorney as aforesaid; that it has since been ascertained that said property so advertised and purchased by your petitioners in fact does not border on the said County Road, but that there is other property between the property so purchased by your petitioners and the aforesaid County Road; that your petitioners bought said property at said sale in the belief that the same did bind on the aforesaid County Road, and had they known that the same did not bind on said County Road, that they would not have bid for said property at said sale.

Your petitioners therefore except to the report of sales of Clarence P. Lankford, Attorney in this cause, and object to the ratification of said report, and your petitioners pray that the said Clarence P. Lankford, Attorney be directed to pay unto your petitioners the said sum of Three Hundred Dollars so paid by your petitioners as the purchase money for said real estate.

And as in duty bound etc.

Daugherty and Ward.

Per Elliott Ward.

And thereafter the said Clarence P. Lankford, Attorney, filed the following answer, to wit:

I, Clarence P. Lankford, Attorney named in the above entitled cause, admit the matters and

things stated in the foregoing petition, and consent that the sale mentioned in the report of sales in this cause be rescinded, and hereby agrees to pay to the petitioners the sum of three hundred dollars so as heretofore paid as purchase money for said real estate.

Clarence P. Lankford, Attorney.

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

Ordered by the Circuit Court for Somerset County, in Equity, this 13th day of April, in the year nineteen hundred and thirty-seven, that the objections filed to the ratification of the sale made by Clarence P. Lankford, Attorney in this cause, be and the same are hereby sustained, and it is further ordered that the sale reported in this cause be and the same is hereby set aside.

James M. Crockett, Judge.

And thereafter to wit, on the fourth day of May, 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. 4947 Chancery
Trust created by mortgage from Maggie B. Adams to the "Bank of Crisfield", a body corporate.	)	In the Circuit Court for Somerset County.
	)	

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

The second report of Clarence P. Lankford, Attorney named in the mortgage in this cause, respectfully represents:

That the sale of property mentioned in these proceedings, and reported by your attorney in his first report of sales in this cause, unto Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, at and for the sum of three hundred dollars, having been set aside by this Honorable Court, your Attorney, on the 23rd day of April, nineteen hundred and thirty-seven, at private sale, sold unto the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, at and for the sum of Two hundred dollars, said sum being the highest price your attorney has been able to obtain for said property, all the right, title, interest and estate of the said Maggie B. Adams (now Maggie B. Ford), being an undivided one-third interest, in and to all that lot or parcel of land situate, lying and being in Brinkley's District, Somerset County, in the State of Maryland, between Marion Station and Burnettsville, being a part of what is known as the William L. Littleton tract, being the same and all the real estate and premises which were conveyed unto Ernest J. Adams, (the husband of the said Maggie B. Adams), late of said Somerset County, deceased, by Gordon Tull and Aden Davis and wife by deed bearing date the twelfth day of April, nineteen hundred and fourteen, and recorded among the Land Records of said Somerset County, in Liber W. J. S. No. 70 folio 439 etc, and which said real estate on the death of the said Ernest J. Adams, intestate, descended unto the said Maggie B. Adams, his widow, one-third interest, and unto his daughter, Pauline Adams, two-thirds interest, as his only heirs at law, and which said property is also fully described in said mortgage, and your attorney further report that said purchase money has been paid in cash.

And your attorney further reports that he has distributed the proceeds of said sale, as follows;

By whole amount of sales		$200.00
To costs and expenses	$27.50	
" Clerk's fees, including record	10.50	
" Auctioneer	3.00	
" State and County taxes	25.00	
" Solicitor	10.00	

To Commissions	25.00	
Balance of this fund to the Bank of Crisfield, mortgagee, on account of mortgage debt, per mortgage filed in this cause	99.00	$ 200.00

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 4th day of May, 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 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. 4947 Chancery.
Trust created by mortgage from Maggie B. Adams 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 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, Attorney naned in a mortgage from Maggie B. Adams to the "Bank of Crisfield", a body corporate, in the second report of sale in this cause, 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 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 $200.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the 23rd day of March, in the year nineteen hundred and thirty-eight, 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. 4947 Chancery
Trust created by mortgage from Maggie B. Adams to the "Bank of Crisfield", a body corporate.	)	In the Circuit Court for Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 23rd day of March, nineteen hundred and thirty-eight, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from Maggie B. Adams to the "Bank of Crisfield", a body corporate, in the second report of sales in this cause, and the distribution of the proceeds of said sale by him made, be and the same are hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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 William E. Roach to the "Bank of Crisfield", a body corporate	Be it remembered that heretofore, to wit, on the fourteenth day of February, in the year nineteen hundred and thirty-eight, 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 Bank of Crisfield by a certain William E. Roach of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 13th day of June, in the year nineteen hundred and thirty-six, by William E. Roach, of Somerset County, in the State of Maryland.

Whereas, the said William E. Roach has this day borrowed from the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, the sum of Three Hundred Dollars ($300.00), which the said the "Bank of Crisfield", a body corporate as aforesaid, has advanced and loaned to the said William E. Roach to enable the said William E. Roach to complete the purchase of the real estate hereinafter described, this day conveyed unto the said William E. Roach by Edward W. Sterling, and which said sum he advanced has been paid to the said Edward W. Sterling as the purchase money for said real estate; and whereas, the said William E. Roach has executed and delivered unto the said the Bank of Crisfield", a body corporate as aforesaid, his promissory note for said sum of Three Hundred Dollars ($300.00), endorsed by the said Edward W. Sterling, 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 securing the payment of said sum of money, with interest, and payable as aforesaid, the said William E. Roach has agreed to execute this mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises the said William E. Roach 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 Lawson's District, Somerset County, in the State of Maryland, on the South side of a private road leading to the State road, and described as follows, beginning for the same on the South side of the aforesaid private road, at the North-east corner of the land of George Roach, thence running in a Southerly direction, by and with the land of the said George Roach and the land of Sidney Morgan, a distance of one hundred and ninety (190) feet, to the land of Mary Roach, thence in an Easterly direction, by and with the land of said Mary Roach, a distance of one hundred (100) feet, thence in a Northerly direction, by and with the land of Edward W. Sterling, a distance of one hundred and ninety (190) feet, to the South side of the aforesaid private road, and thence in a Westerly direction, by and with said private road, a distance of one hundred (100) feet, to the place of beginning, the same being all the real estate and premises conveyed unto the said William E. Roach by Edward W. Sterling 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 a part of the real estate and premises coneyed unto the said Edward W. Sterling by Herman Reuben and Julia Reuben, his wife by deed bearing date the twentieth day of March, in the year nineteen hundred and twenty-nine, and recorded among said Land Records in Liber G. W. L. No. 97 folio 430 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, 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 his part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said William E. Roach does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or Clarence P. Lankford, its and their their Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereon as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz; upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said 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 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 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 the 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 existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Three Hundred dollars, and to cause the policy to be 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 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: Benson W. Sterling. William E. Roach (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 13th 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 William E. Roach the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be his act and deed; and at the same time place also personally appeared before me J. Coyne Sterling, cashier of the "Bank of Crisfield", a body corporate as aforesaid, 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 the said J. Coyne Sterling further made oath as aforesaid, that he is the cashier of the said the "Bank of Crisfield", mortgagee, and its duly authorized agent for the purpose of making this affidavit.

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

Benson W. Sterling SEAL OF
Notary Public NOTARY

Received for Record June 15th, 1936, and recorded in Liber J. M. T. No. 108, folio 292, 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 Five Hundred Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 12th day of February, in the year nineteen hundred and thirty-eight.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from William E. Roach to the Bank of Crisfield, a body corporate, bearing date the thirteenth day of June, in the year nineteen hundred and thirty-six, and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 108 folio 292 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said mortgaged property.

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

Witness: Clarence P. Lankford (SEAL)

Myrtle V. Gorsuch 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 February, in the year nineteen hundred and thirty-

eight.

Report of Sales filed March 8, 1938.

J. Millard Tawes, Clerk.

Clarence P. Lankford, Ex parte	)	No. 5127 Chancery
Trust created by mortgage from William E. Roach 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, under and by virtue of a mortgage from William E. Roach to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the thirteenth day of June, in the year nineteen hundred and thirty-six, and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 108 folio 292 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 pre-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, pursuance to said notice, attend in front of the Bank of Crisfield, in the Town of Crisfield, Maryland, on Saturday the twenty-sixth day of February, in the year nineteen hundred and thirty-eight, 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 Lawson's District, Somerset County, in the State of Maryland, near Bedsworth's store, on the South side of a private road leading from the State Road, the same being one hundred feet by one hundred and ninety feet, and being the same and all the real estate and premises conveyed unto the said William E. Roach by Edward W. Sterling by deed bearing date the thirteenth day of June, in the year nineteen hundred and thirty-six, and duly recorded among the Land Records of said Somerset County, and is also fully described in said mortgage, whereupon Edward W. Sterling, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Two Hundred Dollars, ($200.00), all of which has been paid to your Attorney in cash.

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

To whole amount of sales		$200.00
Advertising sale and order nisi	$ 20.00	
Clerk's fees, including record	10.50	
Auctioneer	3.00	
Insurance premium	3.35	
Solicitor	10.00	
Commissions	25.00	
Balance of this fund to the Bank of Crisfield, mortgagee, on account of mortgage debt	128.15	200.00

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

Amount of mortgage debt	$ 291.55
Interest to day of sale	13.12
Total mortgage debt and interest	$ 304.67
Less amount realized as above	128.15
Balance due mortgagee	$176.52

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 5 day of March, in the year nineteen hundred and thirty-eight, 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,	)	No. 5127 Chancery
Trust created by mortgage from William E. Roach 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 8th day of March, nineteen hundred and thirty-eight, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from William E. Roach 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 11th day of April, next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 9th day of April, next.

The report states the amount of sales to be $200.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fourteenth day of April, in the year nineteen hundred and thirty-eight, 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. 5127 Chancery
Trust created by mortgage from William E. Roach to the "Bank of Crisfield", a body corporate	)	In the Circuit Court for Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, this 14th day of April, nineteen hundred and thirty-eight, that the sale of property mentioned in these proceedings, made and reported by Clarence P. Lankford, Attorney named in a mortgage from William E. Roach to the "Bank of Crisfield", a body corporate, and the distribution of the proceeds of said sale by him made, be and they 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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Noble Jarrell vs. Alice Jarrell, John Jarrell, Louise Jarrell, Joseph Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Mildred Jarrell, Leon Jarrell, Martha Jarrell, Joseph Johnson, Mary Johnson, and Lorenzo Johnson	Be it remembered that heretofore, to wit, on the twentieth day of October, in the year nineteen hundred and thirty-seven, a certain Noble Jarrell, by Edgar A. Jones, his solicitor exhibited and filed in the Circuit Court here a bill of complaint against Alice Jarrell, John Jarrell, Louise Jarrell, Joseph Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stepehn Outen,

Lillian O'Neil, Oscar O'Neil, Mildred Jarrell, Leon Jarrell, Martha Jarrell, Joseph Johnson Mary Johnson and Lorenzo Johnson, which said bill of complaint is in the words following, to wit:

Noble Jarrell vs. Alice Jarrell, John Jarrell, Louise Jarrell, Joseph Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Mildred Jarrell, Leon Jarrell, Martha Jarrell, Joseph Johnson, Mary Johnson, and Lorenzo Johnson.	No. 5090 Chancery In the Circuit Court for Somerset County In Equity.

To the Honorable, the Judges of said Court:

Your orator, complaining says:

1. That your orator and Alice Jarrell, widow of Joseph Jarrell, late of Somerset County, deceased, John Jarrell, Joseph Jarrell, Freddie Jarrell, Beulah Outen, Lillian O'Neil, Mildred Jarrell, Leon Jarrell, Martha Jarrell, children of the said Joseph Jarrell, deceased, and Joseph Johnson and Lorenzo Johnson, grandchildren of the said Joseph Jarrell, are seized, in fee simple, as tenants in common, of several tracts of land situate in Brinkley's Election District, Somerset County, Maryland, and more particularly described as follows:

First: All that lot or tract of land situate as aforesaid which was conveyed to the said Joseph Jarrell by Smith Johnson, and wife, by deed dated April 27, 1889, and recorded among the land records of Somerset County in Liber H. F. L. No. 7, folio 86, which said deed is filed herewith marked exhibit "A".

Second: All that lot or tract of land situate as aforesaid which was conveyed to the said Joseph Jarrell by George H. Johnson and wife, by deed dated September 11, 1897, and recorded among the land records as aforesaid in Liber O. T. B. No. 22, folio 18, which said deed is filed herewith marked exhibit "B".

Third: All that tract of land situate as aforesaid which was conveyed to the said Joseph Jarrell by S. Frank Whittington, and wife, by deed dated July 13, 1921, and recorded as aforesaid in Liber W. J. S. No. 84, folio 521, which said deed is filed herewith marked exhibit "C".

Fourth: All that lot of land situate as aforesaid which was conveyed unto the said Joseph Jarrell by Henry Hall by deed dated August 21, 1930 and recorded as aforesaid in Liber G. W. L. No. 100, folio 359, which said deed is filed herewith marked exhibit "D".

Fifth: All that lot of land which was conveyed unto the said Joseph Jarrell by Peter C. Johnson, et al, by deed executed the 18th day of May, 1931, and recorded among the aforesaid land records in Liber J. M. T. No. 101, folio 265, which said deed is filed herewith marked exhibit "E"; the above lands having descended to your orator and the said Alice Jarrell, John Jarrell, Louise Jarrell, Joseph Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen Stephen Outen, Lillian O'Neil, Oscar O'Neil, Mildred Jarrell, Leon Jarrell, Martha Jarrell, Joseph Johnson, Mary Johnson, and Lorenzo Johnson, as heirs at law of the Joseph Jarrell, late of Somerset County, Maryland, deceased; the said Alice Jarrell as the widow of the said Joseph Jarrell being seized of one-third (1/3) undivided interest; your orator and the said John Jarrell,

Joseph Jarrell, Freddie Jarrell, Beulah Outen, Lillian O'Neil, Mildred Jarrell, Leon Jarrell, and Martha Jarrell being seized of one-tenth (1/10) of two-thirds (2/3) interest, each, and the said Joseph Johnson and Lorenzo Johnson, grandchildren of the said Joseph Jarrell, of one-twentieth (1/20) of two-thirds (2/3) interest, each.

2. That the said Joseph Jarrell died intestate April 18, 1937, and left as his only heirs at law, his widow, the said Alice Jarrell, the following children: your orator, Noble Jarrell, who is unmarried, John Jarrell who intermarried with Louise Jarrell, Joseph Jarrell who intermarried with Madeline Jarrell, Freddie Jarrell who intermarried with Nettie Jarrell, Beulah Outen who intermarried with Stephen Outen, Lillian O'Neil who intermarried with Oscar O'Neil, Leon Jarrell, unmarried, Martha Jarrell, unmarried, and Mildred Jarrell, unmarried, all of whom are adults above the age of twenty-one years except Mildred Jarrell who is an infant and all of whom reside in Somerset County with the exception of John Jarrell and Louise Jarrell who reside in the City of Philadelphia, and the State of Pennsylvania; and Martha Jarrell who is a non-compos mentis confined in the State Hospital of Crownsville, Maryland, and the following grandchildren of a deceased daughter of the said Joseph Jarrell; Joseph Johnson who intermarried with Mary Johnson, both of who are adults, residing in Cambridge, Dorchester County, Maryland, and Lorenzo Johnson, unmarried, who is an adult and who resides in Port Norris, in the State of New Jersey.

3. That the real estate above described is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make division of said interests, it will be necessary that the said real estate be sold and the proceeds thereof divided amongst the parties according to their several interests.

To the end, therefore,

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of said sale may be distributed between your orator and the said Alice Jarrell, John Jarrell, Louise Jarrell, Joseph Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Mildred Jarrell, Leon Jarrell, Martha Jarrell, Joseph Johnson, Mary Johnson, and Lorenzo Johnson, according to their respective rights and interests.

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

May it please your Honor to grant unto your orator the writ of subpoena, directed to the said Alice Jarrell, Joseph Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Mildred Jarrell, Leon Jarrell, Martha Jarrell, Joseph Johnson, and Mary Johnson, all adults except Mildred Jarrell who is an infant, under the age of twenty-one years, and all residing in Somerset County, Maryland, with the exception of Martha Jarrell, who resides in Crownsville, State of Maryland, and Joseph Johnson and Mary Johnson who reside in Dorchester County, Maryland, commanding them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and and perform such decree as may be passed therein.

Also may it please your Honor to grant unto your orator the order of publication, giving notice to the said John Jarrell and Louise Jarrell, both adults of the State of Pennsylvania, and to Lorenzo Johnson, an adult of the State of New Jersey as aforesaid, who are non-residence of this State, of the object and substance of this bill and wanting 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, etc.

Edgar A. Jones
Solicitor for Complainant.

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

This deed, made this 27th day of April, in the year eighteen hundred and eighty-nine, by us, Smith Johnson and Rachael Johnson his wife, of Somerset County, in the State of Maryland, Witnesseth, that in consideration of seventy five dollars we, the said Smith Johnson and wife, do grant unto Joseph Jarrell, of said county and state, all that lot or parcel of ground, situated in Somerset County, in Quindocking Neck, it being a part of the tract of land that the said Smith Johnson, purchased of Nathan C. Conner, which is described as follows, Beginning for the same at a stone boundary at the north east corner of the lot, running thence easterly one hundred and fifteen yards to a post set in a ditch, thence Southwest one hundred and eight yards to post set up on the old ditch bank joining the land of Henry W. Hall, thence by and with the said Hall's line west 68 yards to a post set up in a ditch thence by and with the said ditch north-west 111 yards to the beginning, containing two and three quarters acres more or less in fee simple.

Witness our hand seal the day and date above written.

Test: Samuel L. Tull — Smith his X mark Johnson (SEAL)

Rachael her X mark Johnson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 27th day of April, in the year 1889, before the subscriber a Justice of the peace of the State of Maryland in and for the county aforesaid personally appeared Smith Johnson and Rachael his wife, and acknowledged the aforegoing deed to be their respective act.

Before

Samuel L. Tull, J. P.

June the 4th day Anno Domini 1889, then was delivered unto me the subscriber, the within Deed in order to be enrolled among the records of Somerset County, which said Deed together with the acknowledgment thereof, thereon endorsed, is accordingly enrolled among the same records in Liber H. F. L. No. 7, folios 56 & 57, on the day and year aforesaid.

Per: H. Fillmore Lankford, Clk.

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

This deed made this 11th September, in the year of Eighteen Hundred and ninety-seven, by us, George H. Johnson and Hester E. Johnson, his wife, of Brinkleys District Somerset County, State of Maryland. Witnesseth that for and in consideration of the sum of Three Hundred Dollars the receipt whereof is hereby acknowledged the said George H. Johnson and Hester E. Johnson do grant bargain and sell unto Joseph S. Jarrel also of said County and State, all that lot or parcel of land situated and lying and being in Brinkley District, Somerset County, Maryland. And more particularly described as follows, situated on the East side of the County road leading from Tull's Corner to Marumsco, and beginning on the south by the lands of James D. Johnson thence running north by and with the County road to the County road on the north thence running East to the lead ditch thence south by and with said ditch to the land of James D. Johnson thence west to the place of beginning, containing five acres more or less. Together with the improvements, thereon, and all the rights thereto pertaining. To have and to hold the above granted property unto the said Joseph S. Jarrel his heirs and assigns in fee simple. And the said George H. Johnson and Hester E. Johnson do covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances as may be requisite.

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

Test: R. Henry Maddox — Geo. his X mark H. Johnson (SEAL)

Hester her X mark E. Johnson (SEAL)

State of Maryland, Somerset County, Sct.

I hereby certify that on this 11th day of Sep. Eighteen hundred and ninety seven, before me the subscriber, a Justice of the peace of the State of Maryland, in and for the County aforesaid, personally appeared George H. Johnson and Hester E. Johnson and did each acknowledge the foregoing deed to be their respective act and deed.

Before R. Henry Maddox, J. P.

Received for Record 15th day of September, 1897 and recorded in Liber O. T. B. No. 22, folio 18 &c, one of the Land records of Somerset County.

Per: Oliver T. Beauchamp, Clerk.

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

THIS DEED, Made this 13th day of July, one thousand nine hundred and twenty one, by us. S. Frank Whittington and Sallie A. Whittington, his wife, of Somerset County, Maryland.

WITNESSETH, that in consideration of the sum of Eight Hundred and Sixty Dollars ($860.00), we, the said S. Frank Whittington and Sallie A. Whittington, his wife, do grant and convey unto Joseph S. Jarrell of Somerset County, Maryland, his heirs and assigns, all that lotor 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 in Brinkleys Election District in Somerset County Maryland and lying on the north side of the County Road leading from Quindocqua to Marumsco Bridge, and described as follows ; Beginning for the same at a post set up on the corner of James A. Johnson's land and running thence by and with the land of said Johnson north 26¼° East 26.56 perches to another post, thence the following courses and distances by and with the lands of Charles L. Matthews South 58° East 9.84 perches; South 67½° East 19.08 perches; South 63° East 39.20 perches South 1¼° West 15.20 perches, North 89° West 46.76 perches, North 55° West 11.08 perches, North 50° West 20.92 perches to the place of beginning and containing 12 acres of land more or less and being the same and all the land which was conveyed unto the said S. Frank Whittington by Joseph H. Whittington and wife and others by deed dated on the 11th day of October 1897, and to which said deed and all the recitals therein contained and duly recorded among the Land Records of Somerset County Maryland, in Liber O. T. B. No. 22 folio 136 et seq., reference is here made for a more particular description of the land and premises hereby conveyed.

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

TO HAVE AND TO HOLD the said land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Joseph S. Jarrell in fee simple.

And the said S. Frank Whittington and Sallie A.Whittington, his wife, covenant that he will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said Land as may be requisite.

WITNESS the hands and seals of said grantors.

Test:	$1.00	S. Frank Whittington	(SEAL)
Edwin A. Robinson.	Revenue stamp.	Sallie A. Whittington	(SEAL)

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, That on this 13th day of July, 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 S. Frank Whittington and Sallie A. Whittington, his wife, and did each acknowledge the foregoing Deed to be their respective act, and deed.

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

Edwin A. Robinson SEAL OF

Notary Public NOTARY

Received for record Aug 20, 1921 and recorded in Liber W.J.S. No. 84, folio 521 &c one of the Land Records of Somerset County, per W. Jerome Sterling Clerk.

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

THIS DEED, Made this 21st day of August, in the year one thousand nine hundred and thirty, by and between I. Henry Hall of Somerset County, in the State of Maryland, of the first part, and Joseph Jarrell, of County and State aforesaid, of the second part.

Witnesseth, that in consideration of the sum of Seventy-five Dollars ($75.00), in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged by the party of the first part, the said I. Henry Hall does grant and convey unto the said Joseph Jarrell, his heirs and assigns, in fee-simple, all that lot or parcel of ground, situate, lying and being in Brinkley's District, Somerset County, in the State of Maryland, aforesaid, and described as follows, that is to say:

The same being all the marsh land on the northerly side of Hog Bed Gut, containing thirty (30) acres of land, more or less, adjoining on the south the land of Jack Maddox, on the west the land of Jack Maddox, on the north the land of George Wash Green and Smith Johnson land, and on the east the land of Sherman Maddox, and being the same land that was willed to Henry W. Hall, father of the grantor, and the same marsh land that was leased by Robert T. Daugherty for several years.

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 anywise appertaining.

To Have and To Hold the said lotof ground 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 Joseph Jarrell, his heirs and assigns, in fee-simple.

And the said party of the first part hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

Test: Anna G. Jones. I. Henry Hall (SEAL)

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, That on this 21st day of August, in the year one thousand nine hundred and thirty before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared I. Henry Hall, the above named grantor, and he acknowledged the foregoing Deed to be his act and DEED.

As Witness my hand and Notarial Seal.

Anna G. Jones SEAL OF

Notary Public NOTARY

Received for Record August 21st, 1930, and recorded in Liber G. W. L. No. 100, folio 359 &c., one of the Land Records of Somerset County.

Geo. W. Lawson, Clerk.

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

THIS DEED, made this _____ day of November, in the year nineteen hundred and thirty, by and between Peter C. Johnson, George Frank Johnson, Sarah A. Johnson and Samuel Johnson, her husband, Hester Miles and Charles W. Miles, her husband, of Cumberland County, in the State of New Jersey, and Lula Wallace and John Wallace, her husband, and Mary Johnson, of the Cityof Philadelphia, and State of Pennsylvania, of the first part, and Joseph Jarrell, of Somerset County, in the State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of fifty dollars ($50.00), in hand paid to the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the said Peter C. Johnson, George Frank Johnson, Sarah A. Johnson and Samuel Johnson, her husband, Hester Miles and Doc Miles, her husband, Lula Wallace and John Wallace, her husband, and Mary Johnson, do grant and convey unto the said Joseph Jarrell, his heirs and assigns, in fee simple, all our right, title, interest and estate in and to all that lot or parcel of land, situate, lying and being in Brinkley's District, Somerset County, State of Maryland, the same being all that lot or parcel of land in said Brinkley's District, and being marsh thicket, and containing two (2) acres of land, more or less, on the road leading from Ned William's store to Fred Carver's store and known as the Marumsco Road, the said lot or parcel of land being bounded on the north by the land of George Tilghman, on the east by the land of George Tilghman, on the south by the land of Joseph Jarrell, and on the west by the land of George Green, which said lot of land at one time belonged to Smith Johnson and which upon the death of the said Smith Johnson descended to George H. Johnson, and being a part of the real estate of which the said George H. Johnson, late of Somerset County, Maryland, deceased, died seized and possessed. 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 anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises hereinbefore mentioned and described, 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 Joseph Jarrell, his heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any matter, act or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the property hereby granted, and that they will execute such further assurances of the same as may be requisite.

Witness:	Anna G. Jones	Peter C. Johnson	(SEAL)
	Anna G. Jones	Sarah A. Johnson	(SEAL)
	Anna G. Jones	Samuel J. Johnson	(SEAL)
		George F. Johnson	(SEAL)
	Anna G. Jones	Hester Miles	(SEAL)
	Anna G. Jones	Chas. W. Miles	(SEAL)
	Joseph R. Funk	John H. Wallace	(SEAL)
	Joseph R. Funk	Lula J. Wallace	(SEAL)
	Anna G. Jones	Mary Johnson	(SEAL)

STATE OF MARYLAND, COUNTY OF SOMERSET, SS:

I hereby certify that on this 2 day of May, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Peter C. Johnson, Sarah A. Johnson and Samuel Johnson, her husband, Hester Miles and Doc Miles, her husband & Mary Johnson, the above named grantors, and they acknowledged the foregoing deed to be their respective act and deed, and I further certify that I did witness their signatures to the said deed of conveyance in my County aforesaid.

As witness my hand and notarial seal the day and year last aforesaid written.

Anna G. Jones SEAL OF
Notary Public NOTARY

CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA, STATE OF PENNSYLVANIA: SS.

I hereby certify that on this 18th day of May, in the year nineteen hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for City of Philadelphia and County of Philadelphia aforesaid, personally appeared Lula Wallace and John

Wallace, her husband, the above named grantors, and they acknowledged the foregoing deed to be their respective act and deed, and I further certify that I witnessed their signatures to the said deed of conveyance in my City and County aforesaid.

As witness my hand and notarial seal the day and year last aforesaid written.

Geo. W. Funk SEAL OF
Notary Public NOTARY
Notary Public
My commission expires March 18, 1938.

Received for Record June 22, 1931 and recorded in Liber J. M. T. No. 101, folio 265, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF THE STATE OF MARYLAND,
COURT To Martha Jarrell, of Anne Arundel County, Greeting:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in November next to answer the complaint of Noble Jarrel 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 September Anno Domini 1937 ISSUED the 20th day of October Anno Domini 1937.

Per order,
J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF THE STATE OF MARYLAND,
COURT To Joseph Johnson, Mary Johnson, of Dorchester County, Greeting:

YOU ARE HEREBY COMMANDED, that, all excuses and delays set apart, you personally 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 Noble Jarrell 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 September Anno Domini 1937 ISSUED the 20th day of October Anno Domini 1937.

Per order,
J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF THE STATE OF MARYLAND,
COURT To Alice Jarrell, Joseph Jarrel, Madeline Jarrell, Freddie Jarrell, Nettie Jarrel, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Mildred Jarrell, Leon Jarrell of Somerset County, Greeting:

You are hereby Commanded that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in November next to answer the complaint of Noble Jarrell 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 September Anno Domini 1937 ISSUED the 20th day of October Anno Domini 1937.

Per order,
J. Millard Tawes, Clerk.

At which said first Monday in November, in the year nineteen hundred and thirty-seven, 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 Anne Arundel County, Joseph W. Alton, 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 Martha Jarrell and a copy of this subpoena left in her hands and a copy also left in the hands of Dr. Robert Winterode, Superintendent of Crownsville State Hospital this 31st day of October, 1937.

Joseph W. Alton, Sheriff

By Meade.

And also came Roy S. Melvin, Sheriff of Dorchester County, to whom the second writ was directed, and made return thereof to the Court here in the words following, to wit:

Served by reading to and leaving a copy of the within subpoena with Joseph Johnson and Mary Johnson the 28th day of October, 1937.

Roy S. Melvin, Sheriff.

And also came William H. Dryden, Sheriff of Somerset County, to whom the third writ was directed, and made return thereof to the Court here in the words following, to wit:

Summoned se verally & copy left with each defendant & copy of summons left with Alice Jarrell, Grandmother of infant Mildred Jarrell.

W. H. Dryden, Sheriff.

Per I. H. Dorsey, Deputy.

And thereafter, to wit, on the first day of November, in the year nineteen hundred and thirty-seven, the following answer of John Jarrell and Louise Jarrell was filed, to wit:

Noble Jarrell	)	No. 5090 Chancery
vs.	)	In the Circuit Court for
Beulah Outen and others	)	Somerset County, in Equity.

To the Honorable, the Judge of said Court:

The answer of John Jarrell and Louise Jarrell to the bill of complaint against them and others in this Court exhibited:

These defendants answering say:

That they admit the matters and things stated in the bill of complaint and consent and desire that this Court may pass such decree as may seem proper and just in the premises.

Witness: Adulphus L. Hall And as in duty bound, etc.

John Jarrell

Louise Jarrell

State of Pennsylvania, City of Philadelphia.

I hereby certify that on this 28th day of October in the year nineteen hundred and thirty seven, before me the subscriber, a Notary Public of the State of Pennsylvania in and for the City of Philadelphia, personally appeared John Jarrell and Louise Jarrell and each acknowledged the foregoing answer to be their respective act and deed.

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

Chas. H. Brooks SEAL OF

Notary Public NOTARY

Notary Public
My Commission Expires
January 22, 1941

And thereafter to wit, on the nineteenth day of November, in the year nineteen hundred and thirty-seven, the following answer of Lorenzo Johnson was filed, to wit:

Noble Jarrell	)	No. 5090 Chancery
vs.	)	In the Circuit Court for
Beulah Outen and others	)	Somerset County, in Equity.

To the Honorable, the Judge of said Court:

The answer of Lorenzo Johnson to the bill of complaint of Noble Jarrell against him and others in this Court exhibited.

This defendant answering says:

That he admits the matters and things stated in said bill of complaint and consents and desires that this court may pass such decree as may seem proper and just in the premises.

Witness: And as in duty bound, etc.

Mame Robbins. Lorenzo Johnson

Defendant.

State of New Jersey, County of Cumberland, to-wit:

I hereby certify that on this 16th day of Nov. in the year nineteen hundred and thirty seven, before me, the subscriber, a Justice of the Peace of the State of New Jersey, in and for the County aforesaid, personally appeared Lorenzo Johnson and acknowledged the foregoing answer to be his act and deed.

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

Karl M. Robbins SEAL OF

Justice of the Peace JUSTICE

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

Noble Jarrell	)	No. 5090 Chancery
vs.	)	In the Circuit Court for
Alice Jarrell, et al.	)	Somerset County.

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

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

That Martha Jarrell, one of the defendants in the above cause, has been duly summoned but being non compos mentis and confined in the State Hospital at Crownsville, for whom no committee or guardian has ever been appointed, can not answer and defend this suit for herself and having no guardian within the jurisdiction in this Court to answer and defend for her.

The complainant, therefore, prays your Honor to appoint a guardian ad litem to appear and answer for said non-sane defendant.

And as in duty bound, etc.

Edgar A. Jones
Solicitor for Complainant.

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

Upon the foregoing petition it is ordered this 24th day of November, 1937, by the Circuit Court for Somerset County, in Equity, that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Martha Jarrell, non-sane defendant 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 answer of Martha Jarrell, non-sane defendant in the above cause, by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County, in Equity, to the bill of complaint of Noble Jarrell against her and others in said Court exhibited:

This defendant for answer to the bill of complaint, by her guardian ad litem, answers and says, that being ignorant of the matters charged in said bill, and being non-sane, she cannot admit the allegations of said bill, but submits her rights to the protection of this Honorable Court.

And as in duty bound, etc.

James R. Stewart

Guardian ad litem.

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

Noble Jarrell	)	No. 5090 Chancery
vs.	)	In the Circuit Court for
Alice Jarrell, et al.	)	Somerset County.

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

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

That Mildred Jarrell, one of the defendants in the above cause, has been duly summoned by being an infant under the age of twenty-one years, for whom no guardian has ever been appointed, can not answer and defend this suit for herself and having no guardian within the jurisdiction of this Court to answer and defend for her.

The complainant, therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infant defendant.

And as in duty bound, etc.

Edgar A. Jones

Solicitor for Complainant.

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

Upon the foregoing petition it is ordered this 24th day of November, 1937, by the Circuit Court for Somerset County, in Equity, that James R. Stewart be and he is hereby appointed Guardian ad litem to appear and answer for Mildred Jarrell, infant defendant 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 answer of Mildred Jarrell, infant defendant in the above cause, by James R. Stewart, guardian ad litem duly appointed by the Circuit Court for Somerset County, in Equity, to the bill of complaint of Noble Jarrell against her and others in said Court exhibited:

This defendant for answer to the bill of complaint, by her guardian ad litem, answers and says, that being ignorant of the matters charged in said bill, and being an infant, she cannot admit the allegations of said bill, but admits her rights to the protection of this Honorable Court.

And as in duty bound, etc.

James R. Stewart.

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

Noble Jarrell	)	No. 5090 Chancery
vs.	)	In the Circuit Court for
Alice Jarrell, et al	)	Somerset County.

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

The petition of the complainant, respectfully represents:

That Alice Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neill, Joseph Jarrell, Leon Jarrell, Martha Jarrell, Mildred Jarrell, Joseph Johnson and Mary Johnson have been duly summoned.

That all of the above mentioned defendants are adults, over the age of twenty-one years, with the exception of Mildred Jarrell who is an infant under the age of twenty-one years, and have failed to answer or appear to said bill of complaint within the time prescribed by the rules of Court.

That the defendants, John Jarrell, Louise Jarrell and Lorenzo Johnson, have filed answers consenting that the Court pass such order or decree as may be proper in the premises.

That the defendant, Martha Jarrell, is a non compos mentis, and that Mildred Jarrell is an infant under the age of twenty-one years, and as such they are unable to answer said bill.

The complainant, therefore, prays that the bill of complaint in this cause be taken pro-confesso against the said Alice Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Joseph Jarrell, Leon Jarrell, Joseph Johnson and Mary Johnson, non-appearing and non-answering 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.

Edgar A. Jones
Complainant's Solicitor.

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

In appearing in the above entitled cause that Alice Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Joseph Jarrell, Leon Jarrell, Joseph Johnson and Mary Johnson, adult defendants in this cause, have been duly summoned to appear to the bill of complaint but have failed to appear or answer said bill of complaint within the time prescribed by the rules of this Court, and that Lorenzo Johnson, John Jarrell and Louise Jarrell have filed answers consenting to the passage of such decree as may be right and proper in the premises, and that Martha Jarrell, non-sane defendant and Mildred Jarrell, infant under the age of twenty-one years, have been duly summoned to appear to said bill of complaint and have answered same by guardian ad litem especially appointed by this Court:

It is thereupon this 24th day of November, 1937, upon the above petition adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the bill of complaint be and the same is hereby taken pro confesso against the said Alice Jarrell, Madeline Jarrell, Freddie Jarrell, Nettie Jarrell, Beulah Outen, Stephen Outen, Lillian O'Neil, Oscar O'Neil, Joseph Jarrell, Leon Jarrell, Joseph Johnson and Mary Johnson, non-appearing and non-answering adult defendants, and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court.

James M. Crockett
Judge.

And afterwards to wit, on the thirty-first day of December, in the year nineteen hundred and thirty-seven, 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:

Noble Jarrell	)	No. 5090 Chancery
vs.	)	In the Circuit Court for Somerset
Alice Jarrell, et al.	)	County, in Equity.

In the above cause an order having been passed for the taking of testimony to support the allegations of the Bill of Complainant, I, Harry C. Dashiell, a standing examiner of this Court, do certify that in my office in Princess Anne, Maryland, on December 31, 1937, I did take the

following depositions, that is to say:

Noble Jarrell, a witness of lawful age, deposing says:

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

Ans. Noble Jarrell, 26 years, farmer of near Marion Station, Somerset County, 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 am the plaintiff and the defendants are my mother, brothers, sister, nephews and nieces. Alice Jarrell my mother and the widow of Joseph Jarrell, late of Somerset County deceased. Joseph Jarrell and Madeline Jarrell, his wife; Freddie Jarrell and Nettie Jarrell, his wife; Beulah Outen and Stephen Outen, her husband; Lillian O'Neil and Oscar O'Neil, her husband; Leon Jarrell, unmarried, and Martha Jarrell, unmarried, are all adults over the age of twenty-one years and reside in Somerset County. Mildred Jarrell is a minor under the age of twenty-one years and resides in said Somerset County. John Jarrell and Louise Jarrell, his wife, are adults residing in the city of Philadelphia, in the State of Pennsylvania. Martha Jarrell is an adult but is non-compos mentis and is confined in the State hospital at Crownsville, Maryland. Joseph Johnson and Mary Johnson are adults residing in Cambridge, Dorchester County, Maryland, and Lorenzo Johnson, who is unmarried, is an adult residing in Port Norris, State of New Jersey.

Int. 3. You allege in your Bill of Complaint that you own, as a tenant in common, an undivided interest in certain real estate in Somerset County. Please state just what this interest is, how you acquired it and who owns the remaining interests in said land and describe same as accurately as you can.

Ans. My father, Joseph Jarrell, who died intestate on or about April 18, 1937, left the hereinafter described real estate which descended to the parties of this suit as his heirs at law, each of the nine children own an undivided one fifteenth (1/15) interest and his grandchildren, Joseph Johnson and Lorenzo Johnson, an undivided one-fifteenth (1/15) interest as the children and heirs at law of a deceased daughter of the said Joseph Jarrell and Alice Jarrell, the widow of the said Joseph Jarrell, acquired an undivided one-third (1/3) interest in the said real estate upon the death of the said Joseph Jarrell. The land of which the parties to this suit are seized is all situate in Brinkley's Election District, Somerset County, Maryland, and more accurately described as follows:

First: All that lot or tract of land situate as aforesaid containing two and three-fourths (2-3/4) acres, which was conveyed to the said Joseph Jarrell by Smith Johnson, and wife, by deed dated April 27, 1889, and recorded among the land records of Somerset County in Liber H. F. L. No. 7, folio86, which said deed is filed herewith marked exhibit "A".

Second: All that lot or tract of land situate as aforesaid containing five (5) acres, which was conveyed to the said Joseph Jarrell by George H. Johnson and wife, by deed dated September 11, 1897, and recorded among the land records as aforesaid in Liber O. T. B. No. 22, folio 18, which said deed is filed herewith marked exhibit "B". This tract of land is improved by a small bungalow.

Third: All that tract of land situate as aforesaid, containing twelve (12) acres, which was conveyed to the said Joseph Jarrell by S. Frank Whittington, and wife, by deed dated July 13, 1921, and recorded as aforesaid in Liber W. J. S. No. 84, folio 521, which said deed is filed herewith marked exhibit "C".

Fourth: All that lot of land situate as aforesaid containing thirty (30) acres, which was conveyed unto the said Joseph Jarrell by Henry Hall by deed dated August 21, 1930, and recorded as aforesaid in Liber G. W. L. No. 100, folio 359, which said deed is filed herewith marked exhibit "D".

Fifth: All that lot of land containing two (2) acres which was conveyed unto the said Joseph

Jarrell by Peter C. Johnson, et al, by deed executed the 18th day of May, 1931, and recorded among the aforesaid land records in Liber J. M. T. No. 101, folio 265, which said deed is filed herewith marked exhibit "E".

Int. 4. Please state what, in your opinion, is the value of each of the above tracts of land.

Ans. The first tract above described, I think, is worth $20.00; the second tract $400.00; the third tract $500.00; the fourth tract $50.00; the fifth tract $10.00; and the total value should be about $1000.

Int. 5. Please state whether or not the real estate mentioned in this cause can be divided without loss and injury to the parties hereto and whether or not it would be for the benefit of the said parties to sell the property and divide the proceeds among them.

Ans. The property certainly can not be divided without loss and injury to the said parties and it would be for the benefit of the said parties to sell the property and divide the proceeds among them. In my opinion, the land is not susceptible of division and partition among the parties entitled thereto and, I think, that it should be sold for the benefit of all the co-owners.

Court question and answer. Nothing further.

WITNESS: Harry C. Dashiell Noble Jarrell

Exmr.

Noble Jarrell	0	No. 5090 Chancery
vs.	0	In the Circuit Court for
Alice Jarrell, et al.	0	Somerset County in Equity.

In the above cause an order having been passed for the taking of testimony to support the allegations of the Bill of Complainant, I, Harry C. Dashiell, a standing examiner of this Court, do certify that in my office in Princess Anne, Maryland, on December 31, 1937, I did take the following depositions, that is to say:

Leon Jarrell, a witness of lawful age, deposing says:

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

Ans. Leon Jarrell, 31 years, farmer of near Marion Station, Somerset County, 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 am one of the defendants, and the other parties to this suit are my mother, brothers, sisters, nephews and nieces. Alice Jarrell, my mother and the widow of Joseph Jarrell late of Somerset County deceased. Joseph Jarrell and Madeline Jarrell, his wife; Freddie Jarrell and Nettie Jarrell, his wife; Beulah Outen and Stephen Outen, her husband; Lillian O'Neil and Oscar O'Neil, her husband; Noble Jarrell, unmarried; and Martha Jarrell, unmarried, are all adults over the age of twenty-one years and reside in Somerset County. Mildred Jarrell is a minor under the age of twenty-one years and resides in said Somerset County. John Jarrell and Louise Jarrell his wife, are adults residing in the city of Philadelphia, in the State of Pennsylvania. Martha Jarrell is an adult but is non-compos mentis and is confined in the State Hospital at Crownsville, Maryland.

Joseph Johnson and Mary Johnson are adults residing in Cambridge, Dorchester County, Maryland, and Lorenzo Johnson, who is unmarried, is an adult residing in Port Norris, State of New Jersey.

Int. 3. You allege in your Bill of Complaint that you own, as a tenant in common, an undivided interest in certain real estate in Somerset County. Please state just what this interest is, how you acquired it and who owns the remaining interests in said land and described same as accurately as you can.

Ans. My father, Joseph Jarrell, who died intestate on or about April 18, 1937, left the hereinafter described real estate which descended to the parties of this suit as his heirs at law, each of the nine children own an undivided one fifteenth (1/15) interest and his grandchildren, Joseph Johnson and Lorenzo Johnson, an undivided one-fifteenth (1/15) interest as the children and heirs at law of a deceased daughter of the said Joseph Jarrell and Alice Jarrell, the widow of the said Joseph Jarrell, acquired an undivided one-third (1/3)interest in the said real estate upon the death of the said Joseph Jarrell. The land of which the parties to this suit are seized is all situate in Brinkley's Election District, Somerset County, Maryland, and more accurately described as follows:

First: All that lot or tract of land situate as aforesaid containing two and three-fourths (2-3/4) acres, which was conveyed to the said Joseph Jarrell by Smith Johnson, and wife, by deed dated April 27th,1889, and recorded among the land records of Somerset County in Liber H. F. L. No. 7, folio 86, which said deed is filed herewith marked exhibit "A".

Second: All that lot or tract of land situate as aforesaid containing five (5) acres, which was conveyed to the said Joseph Jarrell, by George H. Johnson and wife, by deed dated September 11, 1897, and recorded among the land records as aforesaid in Liber O. T. B. No. 22, folio 18, which said deed is filed herewith marked exhibit "B". This tract of land is improved by a small bungalow.

Third: All that tract of land situate as aforesaid containing twelve (12) acres, which was conveyed to the said Joseph Jarrell by S. Frank Whittington, and wife, by deed dated July 13, 1921, and recorded as aforesaid in Liber W. J. S. No.84, folio 521, which said deed is filed herewith marked exhibit "C".

Fourth: All that lot of land situate as aforesaid containing thirty (30) acres, which was conveyed unto the said Joseph Jarrell by Henry Hall by deed dated August 21, 1930, and recorded as aforesaid in Liber G. W. L. No. 100, folio 359, which said deed is filed herewith marked exhibit "D".

Fifth: All that lot of land containing two (2) acres which was conveyed unto the said Joseph Jarrell by Peter C. Johnson, et al, by deed executed the 18th day of May, 1931, and recorded among the aforesaid land records in Liber J. M. T. No. 101, folio 265, which said deed is filed herewith marked exhibit "E".

Int. 4. Please state what, in your opinion, is the value of each of the above tracts of land.

Ans. The first tract above described, I think, is worth $20.00; the second tract $400.00; the third tract $500.00; the fourth tract $500.00; the fifth tract $20.00; and the total value should be about $1,000.00.

Int. 5. Please state whether or not the real estate mentioned in this cause can be divided without loss and injury to the parties hereto and whether or not it would be for the benefit of the said parties to sell the property and divide the proceeds among them.

Ans. The property certainly can not be divided without loss and injury to the said parties and it would be for the benefit of the said parties to sell the property and divide the proceeds among them. In my opinion, the said is not susceptible of division andpartition among the parties entitled thereto and, I think, that it should be sold for the benefit of all the co-owners.

Court question and answer.

Nothing further.

Witness: Harry C. Dashiell, Exmr. Leon Gerrall

Marion L. Connor, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Marion L. Connor; age 41 years; residence near Marion Station; occupation farming.

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

Ans. Yes, I have known all of the parties for many years. Alice Jarrell, the widow of Joseph Jarrell, late of Somerset County, deceased, and the following children of Joseph Jarrell, Joseph Jarrell, who married Madeline Jarrell, Freddie Jarrell who married Nettie Jarrell, Beaulah Outen and Stephen Outen, her husband, Lillian O'Neal and Oscar O'Neal, her husband, Leon Jarrell, who is unmarried, Martha Jarrell, unmarried, and Noble Jarrell, unmarried, who are all adults and reside in Somerset County, Maryland. Mildred Jarrell, another daughter, a minor, under the age of 21 years, reside in said Somerset County, John Jarrell, who married Louise Jarrell, both of whom are adults and reside in the State of Pennsylvania. Martha Jarrell is an adult, but non-compos mentis and resided at the State Hospital at Crownsville, Maryland. A grand son, Joseph Johnson who married Mary Johnson, both of whom are adults, residing in Cambridge, in Dorchester County, Maryland, and Lorenzo Johnson, who is unmarried and resides in the State of New Jersey. These two grand children are the sons of a deceased daughter of the said Joseph Jarrell.

Int. 3. Do you know whether or not the parties to this suit own as tenants in common any real estate in Somerset County, Maryland and if so, what is their respective interests and how did they acquire it? Describe the real estate.

Ans. Yes, the parties to this suit own as tenants in common the tracts of land in Somerset County which are hereinafter described and which descended to them as the heirs at law of Joseph Jarrell, who died on or about April 18, 1937 and left no will. Alice Jarrell, the widow, I am advised, owns an undivided one-third interest in said real estate, and the children and grandchildren, whom I have named above, own the remaining undivided two thirds interest.

The land was acquired by the said Joseph Jarrell late of Somerset County, deceased, by five deeds and is all situate in Brinkley's Election District, Somerset County, Maryland, described as follows:

First: All that lot or tract of land, situate as aforesaid, containing 2 3/4 acres, which was conveyed to Jos. Jarrell by Smith Johnson by deed dated Apr. 27, 1889, recorded in Liber H. F. L. No. 7 folio 86. This tract of land is worth $10.00.

Second: All that lot or tract of land, situate as aforesaid, containing 5 acres, which was conveyed to the said Jos. Jarrell by Geo. H. Johnson by deed dated Sept. 11, 1897, recorded in Liber O. T. B. No. 22 folio 18. This tract of land was the home place of the said Jos. Jarrell and is improved by a bungalow and an old barn and is worth about $300.00.

Third: All that tract of land, situate as aforesaid, containing 12 acres, which was conveyed to the said Jos. Jarrell by S. Frank Whittington by deed dated July 13, 1921, recorded in Liber W. J. S. No. 84 folio 521. This tract is worth about $400.00.

Fourth: All that lot of land, situate as aforesaid, being marsh land containing 30 acres, which was conveyed to the said Jos. Jarrell by I. Henry Hall by deed dated Aug. 21 1930 recorded in Liber G. W. L. No. 100 folio 359. This land is worth about $50.00 to $75.00.

Fifth: All that lot of land containing two acres, which was conveyed to the said Jos. Jarrell by Peter C. Johnson et. als. by deed dated May 18, 1931, recorded in Liber J. M. T. No. 101 folio 255. This tract of land is worth $10.00.

Int. 5. Please state whether or not the real estate mentioned in this cause can be divided without loss and injury to the parties owing said real estate and whether or not it will be for the benefit of said parties to sell the property and divide the proceeds among them?

Ans. The property can not be divided without loss and injury to the said owners and it would be for the benefit of said parties to sell the property and divide the proceeds among them. The land in my opinion is not susceptible of division and partition among the parties entitled

, thereto and I think it should be sold for their benefit.

Court question and answer:

"No sir".

Test: Harry C. Dashiell, Exmr. Marion Lake Conner

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 31st. day of December, nineteen hundred and thirty seven.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of costs:

Harry C. Dashiell, Examiner	$4.00
Marion Connor witness etc.	1.55
	$5.55

And thereupon, to wit, on the eleventh day of January, in the year nineteen hundred and thirty-eight, the Circuit Court here passed the following decree in the premises, to wit;

Noble Jarrell	)	No. 5090 Chancery
vs.	)	Circuit Court for
Alice Jarrell et al	)	Somerset County, Maryland.

The Above Cause Standing Ready for Hearing and having been submitted, the proceedings therein were by the Court read and considered:

It is Thereupon, this eleventh day of January in the year nineteen hundred and thirty eight by the Circuit Court for Somerset County, in Equity, ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned be sold, and that Edgar A. Jones, be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of one thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Somerset County as he shall think proper, of the time, place, manner and terms of sale, which shall be one half cash on the day of sale and the balance in six months, credit portion to bear interest and to be secured to the satisfaction of the Trustee, or all cash at the option of the purchaser or purchasers and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of the Court, after deducting cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill,attention and fidelity wherewith he shall appear to have discharged his trust.

James M. Crockett, Judge.

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

KNOW ALL MEN BY THESE PRESENTS, that Edgar A. Jones 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 one thousand dollars ($1000.00), to be paid to the said State of Maryland, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fifth day of February, nineteen hundred and thirty eight.

WHEREAS the above bounden, Edgar A. Jones, 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 Noble Jarrell against Alice Jarrell and others, pending in said Court, the same being No. 5090 Chancery on the docket of said Court.

NOW THEREFORE THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, Edgar A. Jones, 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 shall be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF the said Edgar A. Jones has hereunto 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

Edgar A. Jones (SEAL)
Principal

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 seventh day of February, in the year nineteen hundred and thirty-eight, 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:

Noble Jarrell	)	No. 5090 Chancery
vs.	)	In the Circuit Court for
Alice Jarrell, et al.	)	Somerset County.

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

The report of Edgar A. Jones, Trustee appointed by a decree of this Court passed in the above entitled cause dated January 11, 1938 to make sale of certain real estate therein mentioned, respectfully shows that after giving bond for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Somerset News, a weekly newspaper published in said Somerset County for at least three successive weeks before the day of sale; he did attend in front of the post office door at Marion Station, Somerset County, Maryland, on Saturday, February 5th, 1938, at ten o'clock A. M., and then and proceeded to sell said property in the manner following, that is to say:

Your Trustee offered at public sale the property mentioned in said decree, upon the terms set forth therein, situate in Brinkley's Election District, Somerset County, Maryland, and described as follows:

First: All that lot or tract of land situate as aforesaid, containing 4 3/4 acres more or less, which was conveyed to Joseph Jarrell by two deeds, the first from Smith Johnson and wife, dated April 27, 1889, and recorded among the land records of Somerset County in Liber H. F. L. No. 7, folio 86; and the second from Hester Miles, Peter Johnson et al, dated the _____ day of

November, 1930, and recorded as aforesaid in Liber J. M. T. No. 101, folio 265.

Second: All that tract of land situate as aforesaid, containing 5 acres, more or less, which was conveyed to the said Joseph Jarrell by George H. Johnson and wife by deed dated September 11, 1897, and recorded as aforesaid in Liber O. T. B. No. 22, folio 18. This tract is improved by a nice, comparatively new frame bungalow and is the same property whereon the said Joseph Jarrell resided in his lifetime.

Third: All that tract of land situate as aforesaid, containing 12 acres more or less which was conveyed to the said Joseph Jarrell by S. Frank Whittington and wife by deed dated July 13, 1921, and recorded as aforesaid in Liber W. J. S. No. 84, folio 521.

Fourth: All that lot or tract of marsh land situate as aforesaid and on the northerly side of Hog Bed Gut, containing 30 acres more or less, which was conveyed to the said Joseph Jarrell by I. Henry Hall by deed dated August 21, 1930, and recorded among the aforesaid land records in Liber G. W. L. No. 100, folio 359.

Your Trustee first offered the above described properties separately and then as a whole, and sold them as a whole, realizing the greatest return in the latter manner, to R. Brice Whittington, at and for the sum of one thousand dollars, he being at that sum the highest bidder therefor, and the pruchaser has complied with the terms of sale.

Respectfully submitted,

Edgar A. Jones,

Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of February in the year nineteen hundred and thirty-eight, before me, the Clerk of the Circuit Court for Somerset County aforesaid, personally appeared Edgar A. Jones, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand the day and year first above written.

J. Millard Tawes,

Clerk of Court.

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

Order Nisi

Noble Jarrell	)	No. 5090 Chancery.
vs.	)	In the Circuit Court for Somerset
Alice Jarrell, et al.	)	County, Maryland, in Equity.

Ordered by the Circuit Court for Somerset County, in Equity, this 7th day of February, 1938, that the sale of the property mentioned in these proceedings, made and reported by Edgar A. Jones, Trustee appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of March, 1938, provided a copy of this order be inserted in some weekly newspaper published in said Somerset County, once in each of three successive weeks before the 11th day of March, 1938.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the 25th day of April, in the year nineteen hundred and thirty-eight, came again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order, to wit:

Final Order

Ordered by the Circuit Court for Somerset County, in Equity, this 25th day of April, 1938,

that the sale made and reported by Edgar A. Jones, Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, and the Trustee is allowed the usual commissions and such proper expenses as he might 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.

"""

Edgar A. Jones, Assignee Ex parte under power in mortgage from James J. McGrath to William H. Adams.	) Be it remembered that heretofore to wit, on the twenty-) seventh day of January, in the year nineteen hundred) and thirty-eight, 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 William H. Adams by a certain James J. McGrath, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 14th day of February, in the year nineteen hundred and twenty-seven, by James J. McGrath, Witnesseth:

Whereas the said James M. McGrath is indebted to William H. Adams of Somerset County, in the State of Maryland, in the sum of Sixteen Hundred Dollars for a part of the purchase money for the real estate hereinafter conveyed, which said debt is evidenced by the bill obligatory of the said James J. McGrath for said sum of sixteen hundred dollars, dated evenly herewith, payable to the said William H. Adams three years after date, with interest from date, which said interest is payable annually from date, in which said bill obligatory the said James J. McGrath has reserved the right to pay one hundred dollars or any multiple thereof of the principal at any interest-paying period, with interest to date of payment, and whereas for the purpose of further securing the payment of said sum with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said James M. McGrath does grant and convey to the said William H. Adams, his heirs and assigns, all those lots or parcels of land, situate, lying and being in Fairmount Election District, in Somerset County, in the State of Maryland, which were conveyed to the said James M. McGrath by the said William H. Adams by deed dated evenly herewith, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, and described as follows:

First; All that small farm, in the village of Jamestown, twelve acres of which, more or less, is situated on the north side of the county road leading from Westover, and four and thirteen-sixteenths acres of which, more or less, is located on the south side of said road, the two lots constituting the "Home Place" of the late Benjamin K. Green, and fully described in two deeds, one from Joshua W. Miles, trustee, to Alfred C. Thompson, dated the 6th day of September, 1915, recorded among the land records of said county in Liber W. J. S. No. 68, folio 568 etc, and one from Alfred C. Thompson and wife to Benjamin K. Green, dated the 19th day of January, 1924, recorded among said records in Liber W. J. S. No. 90, folio 135 etc, and being the same and all the lands which were conveyed to the said William H. Adams by Joshua W. Miles, trustee, by deed dated the 14th day of February, 1927, recorded or intended to be recorded among the land records

of said county.

Second: All that lot or parcel of land, containing two acres, more or less, which was conveyed to the said William H. Adams by Herschel V. Maddox and wife, by deed dated the 5th day of October, 1908, recorded among said records in Liber S. F. D. No. 49, folio 451 etc.

And reference is hereby made to said deeds and the references in said deeds contained for full and particular description of the lands hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

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

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

WITNESS the hand and seal of said mortgagor.

Test: James McGrath (SEAL)

Samuel H. Sudler.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 14th day of February, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared James J. McGrath, 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 William H. Adams, mortgagee in said mortgage, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Samuel H. Sudler SEAL OF
Notary Public NOTARY

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 21st day of July, 1936.

Witness: Benjamin L. Barnes. W. H. Adams (SEAL)

Filed for Record July 23, 1936, and recorded in Liber G. W. L. No. 95, folio 82.

Test: J. Millard Tawes, Clerk.

ASSIGNMENT:

For Value received, William H. Adams, Mortgagee and Edgar A. Jones, Assignee for the purpose of foreclosure and collection, hereby assign the above mortgage to Charles M. Fontaine and William W. Fontaine.

Witness my hand and seal this 17th day of August, nineteen hundred and thirty-six.

Witness: Ruth Ward. William H. Adams (SEAL)

Edgar A. Jones, Assignee (SEAL)

Filed for Record August 17, 1936, and recorded in Liber G. W. L. No. 95, folio 83.

Test: J. Millard Tawes, Clerk.

Assignment.

For value received we hereby assign the within mortgage to Edgar A. Jones, for the purpose of foreclosure and collection.

Witness our hands and seals this 20th day of January, in the year Nineteen hundred and thirty eight.

Witness: Chas. M. Fontaine (SEAL)

Anna Rose Fontaine. William W. Fontaine (SEAL)

Received for Record January 27th, 1938, and recorded in Liber J. M. T. No. 113, folio 466, 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, Charles M. Fontaine, and William W. Fontaine, all of Somerset County, are held and firmly bound unto the State of Maryland, in the full and just sum of thirty-two hundred dollars, current money to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of January in the year nineteenhundred and thirty-eight.

WHEREAS, by a mortgage dated February fourteenth, nineteen hundred and twenty-seven, recorded among the land records of Somerset County, in Liber G. W. L. No. 95, folio 82, James J. McGrath conveyed to William H. Adams certain real estate in said Somerset County, to secure the payment of the sum therein mentioned, and whereas the said William H. Adams has assigned said mortgage to Charles M. Fontaine and William W. Fontaine, by assignment duly recorded among the aforesaid land records, and whereas the said Charles M. Fontaine and William W. Fontaine have 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 mortgagee, 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 conditions of the above obligation is such that, if the above bounden Edgar A. Jones do and shall, well and faithfully perform the trulst reposed in him by the 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 force and virtue in law.

Anna Rose Fontaine	Edgar A. Jones	(SEAL)
Witness.	Chas. M. Fontaine	(SEAL)
	William W. Fontaine	(SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-fourth day of February, in the year nineteen hundred and thirty-eight, 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 James J. McGrath to William H. Adams)	No. 5122 Chancery, In the Circuit Court for Somerset County, in Equity.

To the Honorable, the Judge of said Court:

The report of Edgar A. Jones, Assignee of a mortgage executed by James J. McGrath to William H. Adams dated February 14th, 1927, recorded among the land records of Somerset County, Maryland, in Liber No. 95 folio 82 etc., and by the said William H. Adams duly assigned to Charles M. Fontaine and William W. Fontaine and by them duly assigned to Edgar A. Jones, 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 Honor, 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 printed and published in said Somerset County once a week for three successive weeks before the day of sale and by poster placed on the bulletin board in front of the Court House, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the 23rd day of February 1938 at 2 o'clock P. M. and then and there proceed to sell the property described in said mortgage, to-wit:

All those lots or parcels of land situate in Fairmount Election District, Somerset County, Maryland, described as follows:

1st. All that small farm in the village of James Town, adjacent to the M. P. Church, twelve acres, more or less, situate on the North side of the State road and four and thirteen sixteenths acres, more or less, is situate on the South side thereof, the two lots constituting the home place of the late Ben K. Green.

2nd. All that lot or parcel of land, containing two acres, more or less, on the South side of said road and the West side of a private lane leading to the property formerly owned by George Revell and adjoining the land owned by Samuel Robinson.

The above described lots being the same which were conveyed to the said James J. McGrath by the said William H. Adams by deed dated February 14, 1927 and recorded among the land records of Somerset County in Liber No. 94 folio 63. Your Assignee first offered the above described lots separately and then as a whole in an effort to raise the greatest possible sum and sold said property as a whole to the said Charles M. Fontaine and William W. Fontaine, they being then and there the highest bidders therefor, at and for the sum of five hundred dollars, and the purchasers have complied with the terms of sale to the satisfaction of the assignee, and your assignee has distributed the proceeds of said sale as follows:

Total receipts from sale		$500.00
To Carlos Bozman, Treasurer for 1935, 36 and 37 State and County taxes	$46.56	
To Somerset News for advertising and order nisi	15.00	
To J. Millard Tawes, Clerk	21.00	
To G. W. Wilson, auctioneer	2.00	
To Attorney, minimum fee	39.00	123.56
Balance to be credited on mortgage debt		$376.44
Principal mortgage debt	600.00	
Interest on mortgage debt	72.00	672.00
Balance due on mortgage debt.		295.56

Respectfully submitted,

Edgar A, Jones,
Assignee

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 24th day of February, in the year nineteen hundred and thirty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, 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 knowledged and belief and that the sale therein repirted was fairly made.

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

Benjamin L. Barnes
Notary Public

SEAL OF
NOTARY

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, under power in mortgage from James J. McGrath to William H. Adams	)	No. 5122 Chancery, 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 28th day of March, 1938, provided a copy of this order be inserted in some newspaper printed in Somerset County, once in each of three successive weeks before the 26th day of March, 1938.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-fifth day of April, in the year nineteen hundred and thirty-eight, 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 James J. McGrath to William H. Adams	)	No. 5122 Chancery, in the Circuit court for Somerset County, Maryland.
	)	In Equity.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 25th day of April, 1938, that the sale made and reported by the Assignee in the above entitled cause and the distribution of the proceeds thereof be and the same are hereby 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

Under power in a mortgage from Roy L. Cordrey to Home Owners Loan Corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for foreclosure etc.

Be it remembered that heretofore to wit, on the twenty-third day of February, in the year nineteen hundred and thirty-eight, 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 Roy L. Cordery of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this eleventh day of April, 1934, by and between Roy L. Cordery, Widower, of Princess Anne, Somerset County, State of Maryland, Mortgagor, and the HOME OWNERS' LOAN CORPORATION, Mortgagee.

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of one thousand nine hundred eighty-four & 04/100 Dollars, in consideration whereof and for value received the Mortgagor has made and passed unto the Mortgagee his promissory note of even date herewith for said sum of one thousand nine hundred eighty-four & 04/100 Dollars, with interest to accrue thereon at the rate of five per centum per annum, which sum with interest the Mortgagor hereby covenants to pay to the Mortgagee at its office in Washington, D. C., in monthly instalments of $15.69 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 Mortgagor 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 Mortgagor to pay the sum of $8.27 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of the Mortgagor, provided all other conditions and covenants in said note and herein on the part of the Mortgagor contained shall have been promptly met, and thereafter the monthly payments shall be $18.35, 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 Mortgagor agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding ten per cent, and

WHEREAS, said Mortgagor is 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 Mortgagor does 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 situated near the town of Princess Anne, Somerset County, Maryland, in West Princess Anne District, which is laid down and described on a plat of the same, made by Earl B. Polk, Surveyor, filed with and as a part of deed from Hampden P. Dashiell and wife unto Harry E. Alvord and wife, dated May 8, 1914, and recorded in Somerset County Land Record Liber W. J.S. No. 66, folio 389, as being a part of Lot No. 22 of the Beckford Estate, and beginning for the said survey at the southeast corner of said Lot No. 22 at the intersection of two ditches and running thence by and with the center of said ditches north 19 degrees 15 minutes west 19 perches to a stake; thence south 79 degrees 30 minutes west 39.21 perches to a stake;

thence south 10 degrees 30 minutes east 20.36 perches to the center of a large lead ditch, thence by and with the center of said ditch north 77 degrees 15 minutes 42 perches to the beginning, and containing 5 acres of land, more or less, together with the full, free and unobstructed right of way on and over the outlet or right of way laid down and described on said plat and leading to Linden Avenue, a street running from Princess Anne to the wharf on the Manokin River, with the right of drainage through the ditch on the south side of the land conveyed to said Hampden P. Dashiell by Henry Page, Trustee, and emptying in the Manokin River, but subject to the outlet laid down and described on the plat and certificate of survey filed with and as a part of the report of sales of said Henry Page, Trustee, in Chancery Proceedings No. 912 of the Circuit Court for Somerset County; subject, however, to the right to said Hampden P. Dashiell, his heirs and assigns, to drain the remainder of the land conveyed to him by the said Page, Trustee, in and through the ditches on the east and south of the land hereby conveyed as the lands are now drained, as reserved by said Dashiell in the aforementioned deed to Harry E. Alvord and wife.

Being the same land as conveyed from Harry E. Alvord and F. Myrtle Alvord, his wife, unto said Roy L. Cordery and Myria M. Cordery, his wife, by deed dated June 9, 1920, and recorded in Somerset County Land Record Liber W. J. S. No. 80, folio 530, and the said Myria M. Cordery having died subsequent to the aforementioned conveyed to Roy L. Cordery and herself, as tenants by the entireties.

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 Mortgagor 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 his 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 Mortgagor 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 Mortgagor does hereby covenant to pay when legally demandable, and the Mortgagor does further covenant and agree that he 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 Mortgagor covenants 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 Mortgagor 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 Mortgagor covenants 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 Mortgagor 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 Mortgagor 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 Mortgagor covenants 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 covenants 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 Mortgagor hereby assigns to the Mortgagee all rents accruing on said premises and authorizes 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 Mortgagor, 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 Mortgagor, 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 Mortgagor, the Mortgagee, may, without notice to the Mortgagor 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 Mortgagor without in any way vitiating or discharging the Mortgagor's 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 Mortgagor herein either in whole or in part.

The Mortgagor binds himself not to erect or permit to be erected any new buildings on said premises to 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 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 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 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; seconldy, 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 Mortgagor, or to whomever may be entitled thereto.

The Mortgagor 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, or under the assent to decree as hereinbefore set forth, there shall be and become due by him 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 decress of a Court having equity jurisdiction in the State of Maryland, which expenses, costs and commission the Mortgagor does 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 Mortgagor further covenants to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hand and seal of the Mortgagor.

TEST: M. Virginia Wood. Roy L. Cordery (SEAL)

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of April, 1934, before me, a Notary Public of the State of Maryland, in and for Talbot County, personally appeared Roy L. Cordery, widower, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing mortgage to be h 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 14th, 1934, and recorded in Liber J. M. T. No. 107, folio 106, 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 14th day of February, 1938.

WITNESS: CORPORATE Chas. B. Lyddane

Esther Reamer. SEAL Regional Treasurer

Filed for Record 25th Feby. 1938, and recorded in Liber J. M. T. No. 107, folio 106.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE 18D-100

$1,984.04 Princess Anne, Maryland.

April 11, 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 $1,984.04, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $15.69 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 $8.27 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 $18.35 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 tiem 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 declare 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.

Roy L. Cordery (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 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 Two Thousand Dollars ($2,000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS FIFTH DAY OF MARCH, A. D. 1938.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Roy L. Cordrey (widower) to Home Owners Loan Corporation, dated April 11, 1934, recorded among Land Records of Somerset County in Liber J. M. T. No. 107 folio 106, 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 convenants 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.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	Harry C. Dashiell PRINCIPAL	(SEAL)
S. Frank Dashiell	UNITED STATES FIDELITY AND GUARANTY CO.	
Louise V. Powell	CORPORATE 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 twenty-third day of March, in the year nineteen hundred and thirty-eight, 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. 5129 Chancery
Under power in a mortgage from Roy L. Cordrey (widower), to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation to Harry C. Dashiell 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 Roy L. Cordrey (widower), to the Home Owners Loan Corporation, a corporation, dated the eleventh day of April, 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. 107 folio 106 and 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, he did, pursuant to said notice, attend at the Court House door in Princess Anne, in said County, on Tuesday, the twenty-second day of March, nineteen hundred and thirty eight, at the hour of two o'clock P. M., and then and there proceed to sell said real estate as follows:

Your Assignee offered all that lot of land, near the town of Princess Anne, in West Princess Anne Election District, in said Somerset County, State of Maryland, whereon Roy L. Cordrey formerly resided, situate on a private road, adjoining the lands of Ira Wharton, Leroy Long, Alton Dryden and George P. Miller's estate, and containing five acres, more or less, together with the right-of-way over the road and the right of drainage for the benefit of said land, but subject to the right-of-way and the right of drainage as mentioned and referred to the deed to said Roy L. Cordrey and Myria M. Cordrey, his wife (who is now deceased) from Harry E. Alvord and wife, dated June ninth, nineteen hundred and twenty, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 80 folio 530 etc. This property is improved by a desirable frame dwelling and garage.

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 nineteen hundred dollars ($1900.00), 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 23rd day of March, nineteen hundred and thirty eight, 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 aforegoing 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	)	No. 5129 Chancery
	)	In the Circuit Court
Under power in a mortgage from Roy L. Cordrey to the Home Owners	)	for Somerset County,
Loan Corporation, assigned by the Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure.	)	in Equity.
	)	
	)	

ORDERED, that the sale of the real estate mentioned in these proceedings and made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of April, nineteen hundred and thirty eight; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 22nd day of April, nineteen hundred and thirty eight.

The report states the amount of sales to be $1900.00.

J. Millard Tawes,
Clerk.

And now at this day to wit, on the twenty-sixth day of April, in the year nineteen hundred and thirty-eight, 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. 5129 Chancery
	)	In the Circuit Court
Under power in a mortgage from Roy L. Cordrey to Home Owners	)	for Somerset County,
Loan Corporation and assigned etc.	)	in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 26th day of April, nineteen hundred and thirty eight, 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, since it appears that Harry C. Dashiell, the Auditor of this Court, 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 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 Jawes, 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 second day of the same month, in the year of our Lord one thousand nine hundred and thirty-eight.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.

Hon. James M. Crockett, Associate Judge.

Hon. T. Sangston Insley, Associate Judge.

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

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

L. Creston Beauchamp, Ex parte Trust created by mortgage from Samuel W. Moore and wife to Charles T. Wicks.	Be it remembered that heretofore to wit, on the twenty-fifth day of February, in the year nineteen hundred and thirty-eight, 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 Charles T. Wicks by a certain Samuel W. Moore and Laura A. Moore, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this twelfth day of June, in the year nineteen hundred and twenty-four, by Samuel W. Moore and Laura A. Moore, his wife, of Somerset County, in the State of Maryland.

Whereas, the said Samuel W. Moore and Laura A. Moore, his wife, have this day borrowed from Charles T. Wicks the sum of Seven Hundred Dollars ($700.00), and have executed and delivered unto the said Charles T. Wicks their bill obligatory for said sum of Seven Hundred Dollars ($700.00), dated evenly herewith, payable three years after date, with interest from date, which said interest is to be paid semi-annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said Samuel W. Moore and Laura A. Moore, 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 W. Moore and Laura E. Moore, his wife, have granted and by these presents do grant and convey unto the said Charles T. Wicks, his heirs and assigns, all that lot or parcel of land situate, lying and being in Fairmount District (upper Hill), Somerset County, State of Maryland, and described as follows, that is to say: Beginning for the same, at a stone set up on a private road running from the Colored School House to Manuel J. Waters'property, thence by and with said private road, twenty-nine (29) yards, to the property of William H. Adams and John Johnson, thence southerly, by and with the property of the said William H. Adams and John Johnson, sixty-two (62) yards, to a stone set up in the line ditch running by and with the property of John R. Waters, thence westerly with said line ditch and the property of the said John R. Waters, thirty (30) yards, to a stone boundary, thence northerly fifty-eight (58) yards, to the place of beginning, containing one-half of an acre of land, more or less,-- the same being all the land and premises conveyed unto the said Samuel W. Moore by George Roberts and Annie Roberts, his wife, by deed, bearing date the 4th day of November, in the year nineteen hundredand sixteen, duly recorded among the Land Records of Somerset County, in Liber W. J. S. No. 71, folio 496 etc., to which said deed and records special reference is here made for a more accurate description of the land and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 meantime, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Samuel W. Moore and Laura A. Moore, his wife, mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee, his personal representatives or assigns, or John B. Robins, his 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, his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonably 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 mortproperty, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Seven Hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, 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 W. Moore (SEAL)

F. Douglass Sears. Laura A. Moore (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 12th day of June, nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Samuel W. Moore and Laura A. Moore, 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 Charles T. Wicks, the mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

As witness my hand and notarial seal.

F. Douglass Sears, N. P. SEAL OF NOTARY

Received for Record June 20th, 1924, and recorded in Liber W. J. S. No. 88, folio 456 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For the purpose of foreclosure, I hereby assign the within mortgage to L. Creston Beauchamp.

Witness my hand and seal this 17th of February, 1938.

Test: Maggie V. Wicks (SEAL)

Stetson M. Wicks. Administratix, Chas. T. Wickes.

Filed for Record 25th February, 1938, and recorded in Liber W. J. S. No. 88, folio 456.

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 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 twenty-fifth day of February, nineteen hundred and thirty-eight.

WHEREAS, by mortgaged dated June 12th, 1924, recorded among the land records of said Somerset County in Liber W. J. S. No. 88, folio 456, a certain Samuel W. Moore and Laura A. Moore, his wife, conveyed to Charles T. Wicks certain real estate in said county, and whereas default has occurred under the terms and conditions of said mortgage, and because of such default the said mortgage has been assigned by Maggie V. Wicks, administratrix of Charles T. Wicks, to L. Creston Beauchamp for the purpose of foreclosure, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property, as therein authorized.

NOW, therefore, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him in and by said mortgage, and shall abide by and fulfill any order or decree which may be made by any Court of Equity in relation to the sale of said 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: James R. Stewart. CORPORATE SEAL MARYLAND CASUALTY COMPANY,
By L. C. Beauchamp
Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-eighth day of March, in the year nineteen hundred and thirty-eight, the said Assignee exhibited and filed in the Circuit Court for Somerset County 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. 5131 Chancery
Trust created by mortgage from Samuel W. Moore and Laura A. Moore to Charles T. Wicks.	)	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 L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Samuel W. Moore and Laura A. Moore, his wife, to Charles T. Wicks, dated the 12th of June, 1924, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 88, folio 456, respectfully represents, that by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Somerset News, a newspaper published in said Somerset County, and by hand-bill posted at the Court House door in said county, he did, in pursuance of said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday, March 22d, 1938, 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:

He offered all that house and lot in Fairmount Election District, Somerset County, Maryland, on the south side of a private road running from the colored School House to Manual J. Waters land, and fronting twenty-nine yards on said road, and adjoining the lands of John R. Waters and others, and containing 1½ acres, more or less; being the same and all the land which was conveyed to the said Samuel W. Moore by George Roberts and wife by deed dated the 4th of November, 1916, recorded among said land records in Liber W. J. S. No. 71, folio 496, and sold the same to Stetson L. Wicks, of said Somerset County, he being the highest bidder therefor, at and for the sum of one hundred and thirty-five dollars, which the purchaser has fully paid.

And the assignee and trustee makes the following distribution of the proceeds of said sale.

Total amount of sale		$135.00
State and County taxes	$52.17	
Advertising & Order Nisi	16.00	
Clerk's Costs	21.00	
Premium on Bond	10.00	
Auctioneer	2.00	
Commissions, per Chancery rule	25.00	126.17
		8.83
To Maggie V. Wicks, Admx. Chas. T. Wicks, Holder of Mortgage	$ 400.00	400.00
Balance due mortgagee		391.17

And the assignee 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 28th day of March, 1938, 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 therefrom 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.	)	No. 5131 Chancery
Trust created by mortgage from Samuel W. Moore and Laura A. Moore to Charles T. Wicks.	)	In the Circuit Court for Somerset County, Maryland.

It is this 28th day of March, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the report of L. Creston Beauchamp, assignee and trustee mentioned in the foregoing report of sale, and the sale by him reported and the distribution of the proceeds therefrom, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 30th of April, 1938; provided, a copy of this order be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 29th of April, 1938.

The report states the amount of sale to be $135.00.

J. Millard Tawes
Clerk.

And now at this day to wit, on the 11th day of May, nineteen hundred and thirty-eight, comes again into Court here the said Assignee and on motion of the said Assignee the Court here passed the following order, to wit:

L. Creston Beauchamp,	)	No. 5131 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 and no cause to the contrary having been shown, it is this 11th day of May, 1938, 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 from said sale 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
Trust created by mortgage from	)	twenty-fifth day of February, in the year nineteen
Fillmore Dryden and wife	)	hundred and thirty-eight, a certain L. Creston Beau-
	)	champ 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 W. Clyde Ford by a certain Fillmore E. Dryden and Margaret M. Dryden, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 6th day of January, in the year nineteen hundred and thirty-three, by Fillmore E. Dryden and Margaret M. Dryden, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, witnesseth:

Whereas the said mortgagors are indebted to W. Clyde Ford, of said County and State, hereinafter called the mortgagee, in the sum of five hundred and seventy dollars, which was debt is evidenced by the bill obligatory of the said mortgagors, for said sum, dated evenly herewith, and payable to the said mortgagee three years after date, with interest from date, payable semi-annually from date, in which said bill obligatory the mortgagors have reserved the right to pay the principal thereof or to make payments on the principal of said bill obligatory at any time before the maturity thereof in sums of not less than twenty dollars each, and whereas for the purpose of further securing the payment of said debt and the interest thereon, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Fillmore E. Dryden and Margaret M. Dryden, his wife, do grant and convey to the said W. Clyde Ford, his heirs and assigns, all those lots or parcels of land, in the corporate limits of the Town of Princess Anne, in West Princess Anne District, Somerset County, Maryland, described as follows:

First: All that lot or parcel of land, fronting fifty feet on a street immediately west of and parallel with Beckford Avenue, having a depth of two hundred and twenty feet, containing one-quarter of an acres, more or less, and which was conveyed to the said Fillmore E. Dryden by the said W. Clyde Ford and wife by deed dated the 28th day of December, 1932, 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 W. Clyde Ford by H. Fillmore Lankford, Attorney, by deed dated the 5th day of October, 1928, recorded among the land records of said county in Liber G. W. L. No. 97, folio115 etc.

Second: All that lot or parcel of land on the west side of Beckford Avenue, fronting ninety-eight feet on said avenue, and being all the land which was conveyed to the said Fillmore E. Dryden by H. Fillmore Lankford, Assignee, by deed dated the 2nd day of December, 1919, recorded among the land records of said county in Liber G. W. L. No. 99, folio 534 etc; to which said deeds and the references in said deeds contained, special reference is hereby made for full and particular description of the lands hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public

debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgagee, his personal representatives or assigns, or H. Fillmore Lankford, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonably 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 grnted, 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 reasonably Attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least seven hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, 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 mortgage 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: Fillmore E. Dryden (SEAL)

Benjamin L. Barnes. Margaret M. Dryden (SEAL)

State of Maryland, Somerset County, to-wit:

I hereby certify, That on this 6th day of January, in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Fillmore E. Dryden and Margaret M. Dryden, his wife, the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their respective deed and act and deed; and at the same time and place also personally appeared before me H. Fillmore Lankford and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent and attorney of W. Clyde Ford, 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.

Benjamin L. Barnes SEAL OF
Notary Public NOTARY

Received for Record January 6th, 1933, and recorded in Liber J. M. T. No. 103, folio 346, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For the purpose of foreclosure, I hereby assign the within mortgage to L. Creston Beauchamp.

Witness my hand and seal this day of February, 1938.

Test: Addie F. Ford (SEAL)
W. C. Ford, Jr. Admx. W. Clyde Ford.

Filed for Record 25th Feby. 1938, and recorded in Liber J. M. T. No. 103, folio 346.

Test: J. Millard Tawes, Clerk.

And thereupon the said L. Creston Beauchamp, Assignee and 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 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 twenty-fifth day of February, nineteen hundred and thirty-eight.

WHEREAS, by mortgage dated the 6th of January, 1933, recorded among the land records of Somerset County, Maryland, in Liber J. M. T. No. 103, folio 346, a certain Fillmore E. Dryden and Margaret Dryden, his wife, conveyed to W. Clyde Ford certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and because of such default the said mortgage has been assigned by Addie F. Ford, administratrix of W. Clyde Ford, to L. Creston Beauchamp for the purpose of foreclosure, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property, as therein authorized.

NOW, therefore, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him 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: CORPORATE MARYLAND CASUALTY COMPANY
by L. C. Beauchamp
James R. Stewart. SEAL Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp, Ex parte.	)	No. 5132 Chancery
Trust created by mortgage from	)	In the Circuit Court for
Fillmore E. Dryden and wife	)	Somerset County, Maryland.
_____	)	

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 Fillmore E. Dryden and Margaret Dryden, his wife, to W. Clyde Ford, dated the 6th of January, 1933, recorded among the land records of Somerset County, Maryland, in Liber J. M. T. No. 103, folio 346, respectfully represents, that by virtue of the power and authority contained in said mortgage and after having given bond with approved security as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County, and by handbill posted at the Court House door in said county, he did in pursuance of said notice attend at the Court House door in Princess Anne, Maryland, on Tuesday, March 22d, 1938, 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; having first announced at the sale that the property would be offered in two separate parcels and then offered as a whole, and sold in whichever way the purchase price was the greater:

He first offered all that lot of land in West Princess Anne Election District, Somerset County, Maryland, on the west side of a street immediately west of and parallel to Beckford Avenue and fronting fifty feet thereon, and having a depth of two hundred and twenty feet, adjoining the lands formerly owned by C. S. Dryden and Joe Gale, and containing ¼ acre, more or less, whereon the mortgagors now reside, being the same and all the land which was conveyed to Fillmore E. Dryden by W. Clyde Ford and wife by deed dated December 28th, 1932, recorded among said land records in Liber G. W. L. No. 97, folio 155, and improved by a comfortable and modernly equipped dwelling and convenient out-houses, and recorded as the highest bid therefor three hundred dollars;

He then offered all that lot of land in West Princess Anne Election District, Somerset County, Maryland, on the west side of Bekford Avenue and fronting ninety-eight feet thereon, and extending back to the street parallel to Beckford Avenue, adjoining the land formerly belonging to John Miles, and being the same and all the land conveyed to the said Fillmore E. Dryden by H. Fillmore Lankford by deed dated December 2d, 1919, recorded among said land records in Liber G. W. L. No. 99, folio534, and recorded as the highest bid therefor one hundred dollars;

He then offered the two parcels together and sold the same to C. Edwin Hayman and Lee L. Hayman, partners trading as C. H. Hayman Sons & Company, they being the highest bidders therefor, at and for the sum of eight hundred and fifty-five dollars, and the purchasers have complied with the terms of sale by paying cash.

The trustee makes the following distribution of the proceeds:

Entire amount of sale		$ 855.00
State and County taxes	$ 43.73	
Corporation taxes	4.50	

Court costs	$21.00	
Printing costs	26.75	
Premium on Bond	10.00	
Auctioneer	2.00	
Commissions, per Chancery	63.30	171.28
		683.72
To Addie F. Ford, Admx. W. C. Ford	570.00	
To Addie F. Ford, Admx. W. C. Ford Interest to sale	113.72	683.72

And the assignee prays a ratification of his proceedings.

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 28th day of March, 1938, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the assignee and trustee named in the foregoing report of sale, and made oath in due form of law that the matters and things stated in said report are true to the best of his knowledge and belife, and that the sale therein reported and the distribution of the proceeds therefrom, were fairly made.

J. Millard Tawes
Clerk.

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

L. Creston Beauchamp, Ex parte.	)	No. 5132 Chancery
Trust created by mortgage from	)	In the Circuit Court for
Fillmore E. Dryden and wife to	)	Somerset County,
W. Clyde Ford.	)	Maryland.

It is this 28th day of March, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the foregoing report of L. Creston Beauchamp, the assignee and trustee mentioned therein, and the sale of real estate by him reported and the distribution of the proceeds from 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 April, 1938; 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 29th day of April, 1938.

The report states the amount of sale to be $855.00.

J. Millard Tawes
Clerk.

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

L. Creston Beauchamp,	)	No. 5132 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 filed and no cause to the contrary having been shown, it is this 11th day of May, 1938, 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 therefrom 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 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 March, being the seventh day of the same month, in the year of our Lord one thousand nine hundred and thirty-nine.

Were present,

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

William H. Dryden, Esq., Sheriff and Benjamin L. Barnes, Clerk.

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

John F. Sterling vs. David C. Sterling, George G. Sterling, Mary Sterling and William H. Sterling and Andie Somers	Be it remembered that heretofore, to wit, on the twenty-seventh day of July, in the year nineteen hundred and thirty-seven, a certain John F. Sterling, by L. Creston Beauchamp by his solicitor exhibited and filed in the Circuit Court here a bill of complaint against David C. Sterling, George G. Sterling,

Mary Sterling and William H. Sterling and Andie Somers, which said bill of complaint is in the words following, to wit:

John F. Sterling vs. David C. Sterling, George G. Sterling, Mary Sterling, William H. Sterling, and Andie Somers	No. 5064 Chancery In the Circuit Court for Somerset County, Maryland.

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

Your orator, complaining, says:

1. That William T. Sterling, late of Somerset County, Maryland, deceased, was in his lifetime and at the time of his death seized and possessed in fee simple of certain real estate in Asbury Election District, Somerset County, Maryland, containing 7/8 acre, more or less, which was conveyed to the said William T. Sterling by John F. Sterling and others by deed dated the 1st of August 1907, recorded among the land records of said Somerset County in Liber S. F. D. No. 47, folio 85.

2. That being so seized and possessed the said William T. Sterling departed this life, intestate, on or about the 22d of March, 1936, without leaving any widow or children, father or mother, or other ancestor surviving him, and leaving the following as his only heirs at law:

(a) Your orator, John F. Sterling, a brother, adult, living in said Somerset County;

(b) The defendant, David C. Sterling, a brother, an adult, residing in said Somerset County;

(c) The defendant, George G. Sterling, a brother, an adult residing in Washington, D. C.

(d) The defendants, Mary Sterling, William H. Sterling and Andie B. Somers, all adults and residents of said Somerset County, and being the widow and only children and heirs at law of Wingate F. Sterling, a deceased brother of the said decedent.

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 the parties entitled to interests therein, according to their respective interests.

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

May it please your Honors to grant unto your orator the order of publication, giving notice to the said George G. Sterling, residing in Washington, D. C., an adult non-resident of Maryland, of the object and substance of this bill, and warning him 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 he has, why a decree ought not to be passed as prayed; and, also, the writ of subpoena of the State of Maryland directed to the said David C. Sterling, Mary Sterling, William H. Sterling and Andie Somers, all adults residing in Somerset County, Maryland, commanding them and each of them to be and appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Complainant.

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

John F. Sterling	) No. 5064 Chancery
vs.	) In the Circuit Court for
David C. Sterling, George G. Sterling, Mary Sterling, William H. Sterling and Andie B. Somers.	) Somerset County,
	) Maryland.
	)

The object of this suit is to procure a decree for the sale of certain real estate in Crisfield Election District, Somerset County, Maryland, of which the late William T. Sterling died seized and possessed, for the purpose of partition and division among the heirs entitled to the proceeds thereof.

The bill in substance states that William T. Sterling died on or about March 22d, 1936, seized and possessed of a lot of land in Crisfield Election District, Somerset County, Maryland, containing 7/8 acre, more or less, conveyed to the said William T. Sterling by J. F. Sterling et. al. by deed dated August 1st, 1907, recorded among the land records of said Somerset County in Liber S. F. D. No. 47, folio 85; and being so seized and possessed, he died intestate, without leaving any widow surviving him, and leaving as his only heirs at law the following adults, who are still living; John F. Sterling, a brother, living in said Somerset County; a Brother, David C. Sterling, living in said Somerset County; a brother, George G. Sterling, living in Washington, D. C.; and Mary Sterling, William H. Sterling and Andie B. Somers, all residents of said Somerset County, and being the widow and only children and heirs at law of Wingate F. Sterling, a deceased brother of the said William T. Sterling;

That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein, as above stated, and that in order to make division of said real estate it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties entitled thereto, according to their respective interests therein.

That all the parties defendants are residents of said Somerset County except George G. Sterling, who lives in Washington, D. C. and is a non-resident of Maryland.

It is thereupon, this twenty-seventh day of July, nineteen hundred and thirty-seven, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Somerset County, Maryland, once in each of four successive weeks before the seventh day of September, 1937, give notice to the said absent defendant of the object and substance of this bill, warning him to be and appear in this Court, in person or by solicitor, on or before the twenty-fifth day of September, 1937, to show cause, if any he has, why a decree ought not to be passed as prayed.

J. Millard Tawes,
Clerk.

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

MARYLAND, SOMERSET COUNTY, to wit:

Seal of Court

The State of Maryland,

To David C. Sterling, Mary Sterling William H. Sterling, Andie Somers, 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 John F. Sterling 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 5th day of July Anno Domini 1937 ISSUED the 27th day of July Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in August 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 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:

Defendants summoned severally and copy of subpoena left with each defendant.

W. H. Dryden, Sheriff

Per I. H. Dorsey, Deputy.

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

John F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court for
David C. Sterling, George G. Sterling, Mary Sterling, Wm. H. Sterling and Andie B. Somers.	)))	Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The petition of L. Creston Beauchamp respectfully represents that in the Bill and Order of Publication in the above case it was mistakenly alleged that the land described was in Asbury Election District, Somerset County, Maryland, when, in truth, the land is in Crisfield Election District, Somerset County, Maryland.

Your petitioner, therefore, asks the Court to pass an order allowing him to strike out Asbury Election District in said Bill and Order and insert in lieu thereof Crisfield Election District; and, also, to change the dates in the Order of Publication so as to read the seventh of September instead of the thirtieth of August, and to read the twenty-fifth of September instead of the sixteenth of September.

And as in duty bound, etc.

L. Creston Beauchamp
Petitioner.

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

Upon the foregoing petition it is ordered this fourth day of August, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, that the Bill of Complaint in the above case be so changed that wherever the land therein is described as being in Asbury Election District, it shall be made to read Crisfield Election District.

James M. Crockett,
Judge.

And thereafter to wit, on the seventeenth day of November, in the year nineteen hundred and thirty-seven, on motion of ~~the said complainant~~, the said complainant by his solicitor aforesaid, the Court here passed an order in

the words following, to wit:

John F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court for
David C. Sterling, George C. Sterling, Mary Sterling, William Sterling and Andie B. Somers.	)	Somerset County, Maryland.
	)	

It appearing from the proceedings that the order of publication in the above case has been published as prescribed by said order and the non-resident defendant, George G. Sterling, having failed to appear either in person or by solicitor and answer the bill of complaint therein filed against him and others; and it further appearing that the adult defendants, David C. Sterling, Mary Sterling, William H. Sterling and Andie B. Somers, residents of Somerset County, Maryland, have all been duly summoned to appear to said bill, and have failed to appear and answer, either in person or by solicitor;

It is thereupon, this 17th day of November, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the said bill of complaint be and the same is hereby taken pro confesso against all of the said adult and non-answering defendants;

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

James M. Crockett

Judge.

And afterwards, to wit, on the 10th day of February, in the year nineteen hundred and thirty-eight, Edward P. Wyatt, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

John F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court
David C. Sterling, George G. Sterling, Mary Sterling, William H. Sterling and Anda Somers	)	for Somerset County, Maryland.
	)	

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I, Edward P. Wyatt, of Crisfield, Maryland one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, duly appointed, sworn etc., do hereby certify that on this 9th day of February, 1938, in Somerset County aforesaid, I did take the following testimony, to wit:

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

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

Ans. My name is John F. Sterling, my age is 75 years, my residence is Crisfield, Somerset County, Maryland and my occupation is that of a farmer.

Int. 2 Are you acquainted with the parties of this suit, if so, how long have you known them and where do they reside and how long have they thus resided?

Ans. I am acquainted with all of the parties of this suit. I have known them all of their life. They all reside in Somerset County, Maryland, except George G. Sterling, and he is a non-resident of the State of Maryland.

Int. 3 Did you know William T. Sterling, of Somerset County, Maryland, is he living or dead and if dead, when did he die? Did he or not leave any will?

Ans. I did know William T. Sterling, he was my brother. He died on March 22nd, 1936, without leaving any will.

Int. 4. Please state if he was ever married or left any widow or children, father or mother or

other ancestors surviving him, and if not who are his heirs at law?

Ans. Taking in the order of their age I, John F. Sterling a brother, David C. Sterling, a brother, both of Somerset County, Maryland; George C. Sterling a brother who is residing in Washington, D. C., and Mary Sterling, widow of Wingate Sterling one of the defendants in this case died since the bring of this suit, William H. Sterling and Anda B. Somers both of said Somerset County, Maryland and the only children and heirs at law of the said Mary Sterling and Wingate F. Sterling a deceased brother of the said William T. Sterling. All of these defendants are above the age of 21 years. He was never married and his father and mother both preceeded him and he left no children.

Int. 5 Please state whether or not the said William T. Sterling owned any real estate at the time of his death, if so, describe it and give your idea as to its value and state whether or not in your opinion it can be divided equally between the parties entitled to interest therein?

Ans. He owned a lot containing about seven-eights of an acre with a Dwelling house on it. It is situate about mid-way and on East side County road leading from East Chesapeake Avenue in Crisfield to Mariners County Road, which he purchased from John F. Sterling and others. I consider the property to be worth about $400.00. The property cannot be divided without loss and injury to the heirs at law.

COURT QUESTION

Ans. That is about all.

Witness: Edward P. Wyatt. EXAMINER. John F. his X mark Sterling (SEAL)

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

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

Ans. My name if John F. Lord, my age is 56 years, my residence is Crisfield, Somerset County, Maryland and my occupation is that of a Carpenter.

Int. 2. Are you acquainted with the parties of this suit, if so, how long have you known them and where do they reside and how long have they thus resided?

Ans. I am acquainted with all of the parties of this suit. I have known them all of my life. They all reside in Somerset County, Maryland, except George G. Sterling who is a non-resident of the State of Maryland.

Int. 3. Did you know William T. Sterling, if so, is he living or dead, andif dead when did he die, and did he or not leave any will?

Ans. I know William T. Sterling. He is dead. He died some time in March 1936 and did not leave any will.

Int. 4. Please state, if you know, who are his heirs at law?

Ans. He was never married and his father and mother died before he did, and his only heirs at law are a brother, John F. Sterling, a brother David C. Sterling, another brother George G. Sterling, and a nephew William H. Sterling and a niece Anda B. Somers, children of Wingate F. Sterling a deceased brother of William T. Sterling.

Int. 5. What, if any real estate did William T. Sterling leave and its value, and whether it could be divided between the parties entitled to an interest therein without loss or injury?

Ans. He owned a small house and lot on the County Road leading from East Chesapeake Avenue to Mariners County Road, and I would say it is worth about $400.00. I do not think it can be divided among the heirs without loss and injury to them.

COURTS QUESTION

Ans. That is all I know.

Witness: Edward P. Wyatt EXAMINER. John F. Lord

Charles H. Somers, a witness of lawful age, produced on the part of the plaintiff, being duly sworn, deposes and says:

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

Ans. My name is Charles H. Somers, my age is 60 years, my residence is Crisfield, Somerset County, Maryland and my occupation is that of a Waterman.

Int. 2. Are you acquainted with the parties of this suit, if so, how long have you known them and where do they reside and how long have they thus resided?

Ans. I am acquainted with all of the parties of this suit. I have known them all of my life. They all reside in Somerset County, Maryland where they have lived all of their life, except George G. Sterling who is a non-resident of the State of Maryland. I understand he lives in Washington, D. C.

Int. 3. Did you know William T. Sterling, if so, is he living or dead, and if dead when did he die, and did he leave a will?

Ans. I knew William T. Sterling. He is dead, he having died sometime during the month of March 1936. As far as I have heard he did not leave any will.

Int. 4. Please state, if you know who are his heirs at law, and their ages?

Ans. He was never married and his mother and father died before him and his only heirs at law are a brother John F. Sterling, a brother David C. Sterling, another brother David C. Sterling, a nephew William H. Sterling and a niece Anda B. Somers, Children of Wingate F. Sterling a deceased brother of said William T. Sterling. They are all above the age of 21 years.

Int. 5. Do you know whether or not the said William T. Sterling owned any real estate at the time of his death, and if so, what in your opinion is its value, and whether or not the said real estate can be dividen among the heirs without any loss or injury to them?

Ans. The said William T. Sterling at the time of his death owned a small home and lot of land worth in my opinion about $400. and that same cannot be divided among the heirs at law without loss to them.

Int. 6. Please state where this house and lot is situated?

Ans. The house and lot is situated on the East side of a County road that leads from East Chesapeake Avenue to the Mariners County Road in Somerset County, Maryland.

COURTS QUESTION

Ans. That is about all I know of the case.

Witness: Edward P. Wyatt.
Examiner.

Charles H. his X mark Somers

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

Bill of Costs:

Examiner $ 4.00

WITNESS MY HAND AND SEAL.

Edward P. Wyatt, (SEAL)
EXAMINER IN CHANCERY

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

John F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court for
David C. Sterling and others	)	Somerset County,
	)	Maryland.

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

The petition of the plaintiff, the said John F. Sterling, respectfully asks the Court to permit him to amend the Bill of Complaint in this case by the addition of paragraph '3' to follow immediately after paragraph '2', and to read as follows:

"3. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make division of said interests it will be necessary that said real estate be sold, and the proceeds divided amongst the parties according to their several interests."

And as in duty bound, etc.

L. Creston Beauchamp
Attorney for plaintiff.

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

Upon the foregoing petition it is this 23d dat of February, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that leave be granted the plaintiff to insert the amendment asked for and set out in the above petition.

James M. Crockett

Judge.

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

John F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court for
David C. Sterling, George G. Sterling, Mary Sterling, William H. Sterling and Andie B. Somers.	)	Somerset County, Maryland.
	)	
	)	

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

It is thereupon, this twenty-third day of February, nineteen hundred and thirty-eight, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be and he is hereby appointed trustee to make such sale and the course and manner of his proceedings shall be: He shall first file in the office of the Clerk of the Circuit Court for said Somerset County a bond to the state of Maryland executed by himself and a corporate surety to be approved by said Clerk in the penalty of one thousand dollars, conditioned upon the faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least three weeks previous notice thereof by advertisement in some newspaper printed in said Somerset County, and such other notice as he may think proper, of the time, place,manner and terms of sale, which terms shall be cash on the day of sale.

And as sone as may be convenient after any such sale the trustee shall return to this Court a full and particular account of the same, with an affidavit of the trust thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court and on the payment of the entire purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser of said property, to his or her heirs, the property to him or her sold, free clear and discharged of all claims of the parties to this cause and of any person or persons claiming by, from or under them. And the said trustee shall bring into this Court the money arising from said sale, to be disposed of under the directions of this Court, after deducting therefrom the costs of this suit and such commissions to said trustee as the Court shall think proper to allow, on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

James M. Crockett
Judge.

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

KNOW all men by these presents that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the 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 twenty-third of February, nineteen hundred and thirty-eight.

WHEREAS, the above boun L. Creston Beauchamp, by virtue of a decree of the Circuit Court for Somerset County, Maryland, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of John F. Sterling against David C. Sterling and others, the same being No. 5064 on the Chancery Docket of said Court and now pending therein.

NOW, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him in and by said decree, or that may be reposed in him by any future order or decree in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principal

Test: Frances H. Benson. CORPORATE SEAL MARYLAND CASULATY 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-second day of March, in the year nineteen hundred and thirty-eight, 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 F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court for
David C. Sterling, George G. Sterling, Mary Sterling, William H. Sterling and Andie B. Somers.	)	Somerset County,
	)	Maryland.
	)	

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

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

That after giving bond for the faithful performance of his trust and after having complied with all the other pre-requisites of the decree, as required by law, and after 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 three successive weeks before the day of sale, he did, pursuant to said notice, attend at the front of the Post Office in Crisfield, Maryland, on Monday, March 21st, 1938, at or about the hour of two o'clock P. M., and then and there proceed to sell said real estate in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree, to wit, all that house and lot in Crisfield Election District, Somerset County, Maryland, on the east side of the county road leading to Marriner's, bounded on the north by the land of John F. Sterling, on the east by the land of David C. Sterling, on the south by the land of William

Riggin, and containing 7/8 acre, more or less; being the same and all the land which was conveyed to William T. Sterling by John F. Sterling and others by deed dated August 1st, 1907, recorded among the land records of said Somerset County in Liber S. F. D. No. 47, folio 85, and sold the same to Merrill Evans and Grover C. Ward, of said Somerset County, they being the highest bidders therefor, at and for the sum of two hundred and fifty dollars, which they paid in cash.

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

Respectfully submitted,

L. Creston Beauchamp,
Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22d day of March, 1938, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the trustee named in the foregoing report of sale, and made oath in due form of law that the matters and things stated in 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:

John F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court for
David C. Sterling, George G. Sterling, Mary Sterling, William H. Sterling and Andie B. Somers.	)	Somerset County,
	)	Maryland.
	)	

Ordered this twenty-second day of March, nineteen hundred and thirty-eight, by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of property made and reported by L. Creston Beauchamp, trustee appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary be shown on or before the twenty-third day of April, 1938; provided a copy of this order be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the twenty-third day of April, 1938.

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

J. Millard Tawes,
Clerk.

And now at this day, to wit, on the twenty-seventh day of April, in the year nineteen hundred and thirty-eight, came again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order, to wit:

John F. Sterling	)	No. 5064 Chancery
vs.	)	In the Circuit Court for Somerset
David C. Sterling, George G. Sterling, Mary Sterling, William H. Sterling and Andie B. Somers.	)	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 27th day of April, nineteen hundred and thirty-eight, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the within report of sale of L. Creston Beauchamp, assignee and trustee, 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.

""

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 second day of the same month, in the year of our Lord one thousand nine hundred and thirty-eight.

Were present,

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

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

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

L. Creston Beauchamp,
Ex parte.

Trust created by mortgage
from Fred T. Waters and wife

) Be it remembered that heretofore to wit, on the twenty-
) fifth day of February, in the year nineteen hundred and
) thirty-eight, 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 W. Clyde Ford by a certain Fred T. Waters and Minnie I. Waters, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 15th day of August, in the year nineteen hundred and twenty-one, by Fred T. Waters and Minnie I. Waters, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Fred and Minnie are indebted to W. Clyde Ford, of said County and State, in the sum of Four Hundred and Twenty-five dollars, which said sum the said W. Clyde Ford has advanced and paid for the said Fred and Minnie on account of the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said Fred and Minnie, dated evenly herewith, payable to the said W. Clyde Ford one year after date, with interest from date, and whereas for the purpose of further securing the payment of said sum of four hundred and twenty-five dollars with interest thereon, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Fred T. Waters and Minnie I. Waters, his wife, do grant and convey unto the said W. Clyde Ford, his heirs and assigns, all that lot or parcel of land in Fairmount District, Somerset County, Maryland, containing one and one-quarter acres, more or less, which was conveyed to the said Fred and Minnie by William J. Waters and wife by deed dated the 15th day of August, 1921, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, being the same and all the land which was conveyed to Milcah Waters, the mother of the said William J. Waters, by Thomas E. Ballard and Rosina Ballard, his wife, by deed dated the 19th day of June, 1875, recorded among the land records of said county in Liber L. W. No. 15, folio 436 etc, to which said deeds and all the references in said deeds contained reference is hereby made for full and accurate description of the land hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, 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 afore-

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

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

W. B. Long. Minnie I. Waters (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 15th day of August, in the year nineteen hundred and twenty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Fred T. Waters and Minnie I. Waters, 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, W. Clyde Ford, mortgagee in said mortgage, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

W. B. Long SEAL OF
Notary Public NOTARY

Received for Record August 16th, 1921, and recorded in Liber W. J. S. No. 82, folio 532 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

For the purpose of foreclosure I hereby assign the within mortgage to L. Creston Beauchamp.

Witness my hand and seal this day of February, 1938.

Test: Addie F. Ford (SEAL)

W. C. Ford, Jr. Admx. W. Clyde Ford.

Filed for Record 25th February, 1938, and recorded in Liber W. J. S. No.82, folio 532.

Test: J. Millard Tawes, Clerk.

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

KNOW all men by these presents that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casulaty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-fifth of February, nineteen hundred and thirty-eight.

WHEREAS, by mortgage dated the 15th of August, 1921, recorded among the land records of said Somerset County in Liber W. J. S. No. 82, folio 532, a certainFred T. Waters and Minnie Waters, his wife, conveyed to W. Clyde Ford certain real estate in said county; and whereas default has occurred in the terms and conditions of said mortgage, and because of such default the said mortgage has been assigned by Addie F. Ford, Administratrix of W. Clyde Ford, to L. Creston Beauchamp for the purpose of foreclosure, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of said mortgaged property as therein authorized.

NOW, therefore, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him 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: _____ MARYLAND CASUALTY COMPANY

by L. C. Beauchamp
Attorney in Fact.

Which said bond was thus thereon endorsed, to wit:

Approved. J. Millard Tawes, Clerk.

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

L. Creston Beauchamp, Ex parte	)	No. 5133 Chancery
Trust created by mortgage from Fred T. Waters and Minnie I. Waters to W. Clyde Ford.	)	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 L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Fred T. Waters and Minnie Waters, his wife, to W. Clyde Ford, dated August 15th, 1921, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 82, folio 532, respectfully represents, that by virtue of the power and authority contained in said mortgage, and after having given bond with approved security, as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County, and by hand-bill posted at the Court House door in said county, he did, in pursuance of said notice attend at the Court House door in Princess Anne, Maryland, on Tuesday, March 22d, 1932, at or about the hour of two o'clock P. M., and then and there proceed to sell at public auction the following property described by said mortgage, namely:

He offered all that house and lot in Fairmount Election District, Somerset County, Maryland, adjoining the lands of Whittington, Harry Hall, Lemuel Johnson and W. H. Adams, and containing 1¼ acres, more or less; being the same and all the land which was conveyed to the said Fred T. Waters and Minnie I. Waters, his wife, by William J. Waters and wife by deed dated the 15th of August, 1921, recorded among the land records of said Somerset County in Liber W. J. S. No. 84, folio 511, and sold the same to Addie F. Ford, William C. Ford and Charles Ford, all of Somerset County, Maryland, they being the highest bidders therefor, at and for the sum of two hundred dollars, which the purchasers have fully paid.

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

Entire amount of sale		$ 200.00
State and County taxes	$ 72.10	
Advertising & Order Nisi	19.00	
Premium on Bond	10.00	
Clerk's Costs	21.00	
Auctioneer	2.00	
Commissions, per Chancery Rule	25.00	149.10
		50.90
To Addie F. Ford, Admx., W. Clyde Ford, holder of mortgage note,		136.00
Balance due the mortgagee		85.10

And the assignee and trustee 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 29th day of March, 1938, 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 therefrom were fairly made.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp, Ex parte	)	No. 5133 Chancery
Trust created by mortgage from	)	In the Circuit Court for
Fred T. Waters and Minnie I.	)	Somerset County, Maryland.
Waters to W. Clyde Ford.	)	
	)	

It is this 29th day of March, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the report of L. Creston Beauchamp, assignee and trustee mentioned in the foregoing report of sale, and the sale by him reported and the distribution of the proceeds therefrom be and the same are hereby finally ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 30th of April, 1938; provided, a copy of this order be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 29th of April, 1938.

The report states the amount of sale to be $200.00.

J. Millard Tawes
Clerk of Court.

And now at this day to wit, on the eleventh day of May, in the year nineteen hundred and thirty-eight, 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. 5133 Chancery
Ex parte.	)	In the Circuit Court for
	)	Somerset County, Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 11th day of May, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the within report of sale of L. Creston Beauchamp, assignee and trustee, and the sale by him reported and the distribution of the proceeds from said sale 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.

Trust Created by mortgage from Harold Waters and wife to W. Clyde Ford.

Be it remembered that heretofore to wit, on the twenty-fifth day of February, in the year nineteen hundred and thirty-eight, 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 W. Clyde Ford by a certain Harold Waters and Gertrude Waters, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 29th day of October, in the year nineteen hundred and twenty-seven, by Harold Waters and Gertrude Waters, his wife, of Somerset County, in the State of Maryland, Witnesseth:

Whereas the said Harold and Gertrude are indebted to W. Clyde Ford, of said County and State, in the sum of four hundred and twenty-five dollars for money advanced and paid by the said W. Clyde Ford 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 Harold and Gertrude for said sum, dated evenly herewith, payable to the said W. Clyde Ford after date, with interest from date, payable semi-annually from date, and whereas for the purpose of further securing the payment of said sum with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that for and in consideration of the premises, the said Harold Waters and Gertrude Waters, his wife, do grant and convey to the said W. Clyde Ford, his heirs and assigns, all that lot or parcel of land, in Fairmount Election District, in Somerset County, in the State of Maryland, containing one and one-fifth acres, more or less, which was conveyed to the said Harold Waters and Gertrude Waters by Graham Waters and wife and Fannie L. Gillis, by deed dated the 19th day of October,1927, 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 Graham Waters and Allena Waters by Frederic C. Gillis and Fannie L. Gillis, by deed dated the 22nd day of February, 1921, recorded among the land records of said county in Liber W. J. S. No. 84, folio 115 etc, to which said deeds and all the references in said deed contained, reference is hereby made for full and particular description of the land hereby conveyed.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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, 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 Harold Waters and Gertrude Waters, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or H. Fillmore Lankford, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof, as may be necessary for cash, to

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

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

WITNESS the hands and seals of said mortgagors.

Test: Harold L. Waters (SEAL)

Vernon E. White. Gertrude L. Waters (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of October, in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared Harold Waters and Gertrude Waters, 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 W. Clyde Ford, mortgagee in said mortgage, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Vernon E. White SEAL OF
Notary Public NOTARY

Received for Record November 1st, 1927, and recorded in Liber G. W. L. No. 95, folio 302, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

For the purpose of foreclosure, I hereby assign the with mortgage to L. Creston Beauchamp.

Witness my hand and seal this day of February, 1938.

Test: W. C. Ford, Jr. Addie F. Ford (SEAL)

Admx. W. Clyde Ford.

Filed for Record February 25th, 1938, and recorded in Liber G. W. L. No. 95, folio 302.

Test: J. Millard Tawes, Clerk.

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

KNOW ALL MEN by these presents that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland, in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents sealed with our seals and dated this twenty-fifth day of February, nineteen hundred and thirty-eight.

WHEREAS, by mortgage dated the 29th of October, 1927, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 302, a certain Harold Waters and Gertrude Waters, his wife, conveyed to W. Clyde Ford certain real estate in said county, and whereas default has occurred in the terms and conditions of said mortgage, and because of such default the said mortgage has been assigned by Addie F. Ford, administratrix of W. Clyde Ford, to L. Creston Beauchamp for the purpose of foreclosure, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of the mortgaged property.

NOW, therefore the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him 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: James R. Stewart. CORPORATE SEAL MARYLAND CASUALTY COMPANY

By L. C. Beauchamp

Which said bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp Ex parte.	)	No. 5130 Chancery
	)	In the Circuit Court for
Trust created by mortgage from Harold Waters and wife.	)	Somerset County, Maryland.
	)	

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 Harold Waters and Gertrude Waters, his wife, to W. Clyde Ford, dated October 29th, 1927, re-

corded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 302, respectfully represents, that by virtue of the power and authority contained in said mortgage and after having given bond with approved security, as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County, and by handbill posted at the Court House door in said county, he did, in pursuance of said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday, March 22d, 1938, at or about the hour of two o'clock P. M., and then and there proceed to sell at public auction the following property described by said mortgage:

He offered all that house and lot in Fairmount Election District, Somerset County, Maryland, adjoining the lands of Mattie Winston and John Gillis and containing 1 1/5 acres, more or less, being the same and all the land which was conveyed to Harold Waters and Gertrude Waters, his wife, by Graham Waters and others by deed dated October 19th, 1927, recorded among said land records in Liber G. W. L. No. 94, folio 583, and sold the same to Addie F. Ford, William C. Ford and Charles Ford, all of said Somerset County, they being the highest bidders therefor, at and for the sum of two hundred and fifty dollars, which the purchasers have fully paid.

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

Entire amount of sale		$ 250.00
State and County taxes	$ 43.59	
Advertising & Order Nisi	19.00	
Clerk's Costs	21.00	
Premium on Bond	10.00	
Auctioneer	2.00	
Commissions, per Chancery Rule	25.00	120.59
		129.41
To Addie F. Ford, Admx. W. Clyde Ford, holder of mortgage note	200.00	
Interest to day of sale	22.00	222.00
Balance due the mortgagee		92.59

And the assignee and trustee 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 29th day of March, 1938, 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 therefrom were fairly made.

J. Millard Tawes, Clerk.

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

L. Creston Beauchamp, Ex parte.	)	No. 5130 Chancery
	)	In the Circuit Court
Trust created by mortgage from Harold Waters and Gertrude Waters to W. Clyde Ford.	)	for Somerset County,
	)	Maryland.

It is this 29th day of March, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the report of L. Creston Beauchamp, assignee and trustee mentioned in the

foregoing report of sale, and the sale by him reported and the distribution of the proceeds therefrom by him made, be and the same are hereby finally ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 30th of April, 1938; provided, a copy of this order be inserted in some newspaper published in said Somerset County once in each of three wuccessive weeks before the 29th of April, 1938.

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

J. Millard Tawes,
Clerk of Court.

And now at this day to wit, on the eleventh day of May, in the year nineteen hundred and thirty-eight, 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. 5130 Chancery
Ex parte.	)	In the Circuit Court for
	)	Somerset County, Maryland.

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 11th day of May, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the within report of sale of L. Creston Beauchamp, assignee and trustee, and the sale by him reported and the distribution of the proceeds from said sale 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.

" " " "

itemized account filed herewith as part hereof marked Exhibit "A", no part of which has been paid and all of which is past due.

2. That the said V. Elizabeth Fooks being so indebted as aforesaid unto your orator and also unto divers other persons and being seized and possessed of real estate in said Somerset County, Maryland, departed this life on or about the 15th day of September, 1934, leaving a last will and testament duly executed to pass real estate in this State; said will duly probated in the Orphans' Court for Somerset County and recorded in Liber F. E. D. No. 33, folio 428, certified copy of which said will is filed herewith as part hereof, marked Exhibit "B".

3. That by the terms of said will the said V. Elizabeth Fooks, among others, devises said real estate to her three children, the defendants, Effie Fooks Lankford, Delsie Fooks Pusey and Oscar Fooks and to her grandson, Stanford Oscar Fooks, share and share alike.

4. That the aforesaid last will and testament of the said V. Elizabeth Fooks has been in due form of law admitted to probate by the Orphans' Court of Somerset County and letters testamentary thereon have been duly granted to the said Delsie Fooks Pusey, who has in virtue thereof, possessed hereself of the personal estate left by the said testatrix at the time of her death but your orator is informed and so charges that the personal estate was insufficient to pay the debts of the deceased and no final account has ever been passed in the estate.

5. That you orator is advised that as the personal estate of the said V. Elizabeth Fooks, deceased, in the hands of her Executrix is insufficient for the payment of all her just debts, your orator and her other creditors are entitled to have their claims paid out of the real estate of said deceased in the hands of her devisees as aforesaid.

To the end therefore:

1. That the real estate of the said V. Elizabeth Fooks, 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 other unsatisfied creditors of the deceased.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Effie Fooks Lankford, Delsie Fooks Pusey, Oscar Fooks, Stanford Oscar Fooks, and Delsie Fooks Pusey, Executrix of the last will and testament of the said V. Elizabeht Fooks, all adults residing in Somerset County, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Edgar A. Jones
Solicitor for Plaintiff.

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

Princess Anne, Md. Dec. 11, 1934.

(Mrs. John Fooks) V. Elizabeth Fooks

TO The Cohn & Bock Company, Dr.

May 10, 1931	100	Chick Starter	3.25	
	200	Growing Mash	4.60	
	20	Chick Feed	.50	
	200	Intermediate Chick Feed	4.50	
	200	Local Bran	3.50	
	100	Dairy 24%	2.15	
	200	Laying Mash	4.50	
	400	Scratch	7.60	$ 30.60
June 26	100	Scratch	1.85	
	100	Laying Mash	2.20	
	100	Growing Mash	2.25	6.30
July 20	200	Laying Mash	4.30	
	100	Growing Mash	2.20	
	200	Scratch	3.70	10.20
Aug. 19	100	Middlings	1.60	
	400	Laying Mash	8.00	9.60
Sep.22	200	Bran	2.50	
	200	Middlings	3.00	
	700	Laying Mash	14.00	
	100	Wheat	1.50	

	100 Shells	.85	
	100 Grit	1.25	23.10
Nov. 7	200 Wheat	3.00	
	200 Middlings	3.00	
	100 Yellow Meal	1.60	
	700 Laying Mash	14.00	
	200 Bran	2.60	24.20
Nov.21 1931	5# Plastic Cement		.60
Dec. 22	100 Dairy 24%	1.75	
	100 Bran	1.30	
	100 Yellow Meal	1.30	
	100 Middlings	1.50	
	800 Laying Mash	16.00	
	5# Table Hominy	.15	22.00
Feb. 11,1932	Balance on feed		.60
Mar. 5	100 Local Bran	1.20	
	5 Chick Feed	.10	1.30
May 26	200 Intermediate Chick Feed	3.60	
	100 Laying Mash	1.90	
	100 Growing Mash	1.95	
	100 Crk Corn	1.15	8.60
			$ 137.10
	Interest		$11.98
			$ 149.08
Sep. 22, 1931	Credit by Cash	25.00	
Feb. 29, 1932	Credit by Cash	18.12	
Jun. 11, "	Credit by Cash	30.00	$73.12
			$75.96

State of Maryland, Somerset County, to-wit:

On this 11th day of Dec. in the year of our Lord, nineteen hundred and 34, before the subscriber, Register of Wills for Somerset County, personally appeared E. H. Cohn and in the presence of Almighty God, solemnly declared that the annexed a/c as stated is just and true, and that he hath not received any part of the money stated to be due, or any security or satisfaction for the same, except what, (if any) is credited.

Florence E. Dryden

Reg. W. S. Co.

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

I, Elizabeth Fooks of Somerset County, Maryland, do make this my last will and testament, in manner following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

First--- I give, devise and bequeath to my grandson, Stanford Oscar Fooks, one red and blue quilt made for him, one cow named Pete raised for him, one oak desk which was his grandfather's and my radio.

Second--- I give, devise and bequeath all my other Property and estate, real and personal, to be divided equally between my three children, Effie Fooks Lankford, Delsie Fooks Pusey and Oscar Fooks, and my said grandson, Stanford Fooks, their heirs and assigns, share and share alike.

Third--- I constitute and appoint my said daughter, Delsie Fooks Pusey, to be the executrix of my estate, hereby revoking all other wills and codicils herefore made by me.

In testimony whereof I have hereunto put my hand and seal this 29th day of June, 1932.

Vianna Elizabeth Fooks (SEAL)

Signed, sealed, published and declared by the within named testatrix as and for her last will and testament, who at her request in her presence and in the presence of each other have hereunto subscribed our name as witnesses.

A. Elizabeth W. Lankford

B. Alice M. Marshall

SOMERSET COUNTY, to wit: September 22, 1934.

THEN CAME Elizabeth W. Lankford and in the presence of Almighty God, solemnly promised and declared that the foregoing instrument of writing is the true and whole last Will and Testament of Vianna Elizabeth Fooks, late of Somerset County, deceased, that hath come to her hands or possession, and that she doth not know of any other and that the same was delivered to her by the testatrix.

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

SOMERSET COUNTY, to wit: September 22, 1934.

THEN CAME Elizabeth W. Lankford and Alice M. Marshall the subscribing witnesses to the foregoing last Will and Testament of Vianna Elizabeth Fooks, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testatrix therein named, sign and seal this Will; that they heard her publish and pronounce and declare the same to be her last Will and Testament. That at the time of her so doing, she was, to the best of their apprehension of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that they subscribed their names as witnesses to this Will in the presence, and at the request of the Testatrix, and in the presence of each other.

Before,

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

STATE OF MARYLAND, SCT.,

In the Orphans' Court for Somerset County:

The Court having carefully examined the above last Will and Testament of Vianna Elizabeth Fooks, late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 25th day of September, 1934, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Vianna Elizabeth Fooks, deceased.

John E. Whitelock)
Charles W. Goldsborough)

Judges of the Orphans' Court for Somerset County.

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

Filed for Record September 22, 1934, and recorded in Liber F. E. D. No. 33 folios 428 & 429.

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

STATE OF MARYLAND, SOMERSET, SS.

I, Florence E. Dryden, Register of Wills and by law keeper of the Seal and of the Records and of the Original Papers of the Orphan's Court of Somerset County, DO HEREBY CERTIFY that the foregoing is a true and full copy of the last Will and Testament of Vianna Elizabeth Fooks, late of said county, deceased, taken from Liber F. E. D. No. 33 folios 428 & 429, 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 tenth day of November, in the year of our Lord, nineteen hundred and thirty-seven.

SEAL OF COURT

Florence E. Dryden
Register of Wills for Somerset County.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Effie Fooks Lankford, Delsie Fooks Pusey, Oscar Fooks, Stanford Oscar Fooks, Delsie Fooks Pusey Executrix of the last will of V. Elizabeth Fooks OF SOMERSET COUNTY, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in December next to answer the complaint of The Cohn & Bock Company, 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 November Anno Domini 1937 ISSUED the 10th day of November Anno Domini 1937.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in December, 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 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:

Stanford Oscar Fooks, Non est. Residue summoned severally, summons read to each defendant and copy of said summons left with each defendant.

W. H. Dryden, Sheriff

W. T. H.

And thereafter, to wit, on the ninth day of December, in the year nineteen hundred and thirty-seven, the following answer was filed, to wit:

The Cohn & Bock Company, a body corporate	)	No. 5100 Chancery
	)	In the Circuit Court for
vs.	)	Somerset County
Effie Fooks Lankford, et al.	)	In Equity.

To the Honorable, the Judge of said Court:

The answer of Stanford Oscar Fooks, one of the defendants in the above entitled cause, to the bill of complaint of the Cohn & Bock Company, a body corporate, against him and others in this Court exhibited.

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

And as in duty bound, etc.

Witness: John D. Smith.

Stanford Oscar Fooks
Defendant.

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

The Cohn & Bock Company, a body corporate	)	No. 5100 Chancery,
	)	In the Circuit Court for
vs.	)	Somerset County, in Equity.
Effie Fooks Lankford, et al	)	

To the Honorable, the Judge of said Court:

The petition of the Complainant respectfully represents:

That Effie Fooks Lankford, Delsie Fooks Pusey, Oscar Fooks and Delsie Fooks Pusey, Executrix of the last will and testament of V. Elizabeth Fooks, deceased, all adults residing in Somerset County have been duly summoned, but have failed to appear or answer said billof complaint within the time prescribed by the rules of this Court.

That the reamining defendant, Stanford Oscar Fooks has answered the bill of complaint consenting to the passage of such decree as might be right and proper in the premises.

The Complainant therefore prays that the bill of complaint in this cause be taken pro-confesso against the said Effie Fooks Lankford, Delsie Fooks Pusey Oscar Fooks and Delsie Fooks Pusey, Executrix of the last will and testament of V. Elizabeth Fooks, deceased, non appearing and non answering adult defendants, and that the complainant have leave to take testimony before one of the standing examiners, of this Court.

And as in duty bound, etc.

Edgar A. Jones

Complainants Attorney.

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

It appearing in the above entitled cause that Effie Fooks Lankford, Delsie Fooks Pusey,

Oscar Fooks and Delsie Fooks Pusey, Executrix of the last will and testament of V. Elizabeth Fooks, deceased, have been duly summoned to appear to the bill of complaint, but have failed to appear or answer said bill of complaint within the time prescribed by the rules of this Court; and that Stanford Oscar Fooks has answered said bill of complaint.

It is thereupon this 10th day of January, in the year Nineteen hundred and thirty eight, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, in Equity, that the billof complaint be and the same is hereby taken pro confesso against the said Effie Fooks Lankford, Delsie Fooks Pusey, Oscar Fooks, and Delsie Fooks Pusey, Executrix of the last will and testament of V. Elizabeth Fooks, deceased, non appearing and non answering adult defendants, and it is further ordered that the complainant have leave to take testimony before one of the standing examiners of this Court.

James M. Crockett

Judge.

And afterwards, to wit, on the fourth day of March, in the year nineteen hundred and thirty-eight, 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 Cohn & Bock Company	)	No. 5100 Chancery
vs.	)	In the Circuit Court for
Effie Fooks Lankford, et al.	)	Somerset County,
		In Equity.

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 Friday, March 4, 1938, I did take the following depositions, that is to say:

Delsie Fooks Pusey, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Delsie Fooks Pusey, more than 21 years, retired school teacher and housewife. My residence is in East Princess Anne Election District.

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. I am one of the defendants. The other defendants are a brother, a sister, a nephew and myself as executrix of the last will and testament of V. Elizabeth Fooks, generally known as Vienna E. Fooks. We are all above the age of 21 years and all of us reside in Somerset County with the exception of my nephew, Stanford Oscar Fooks, who recently has moved from this County and now resides in the State of Pennsylvania. The plaintiff is a corporation in Princess Anne with whom I have done business for many years.

Int. 3. Did you know V. Elizabeth Fooks, generally known as Vienna E. Fooks? If yea, is she living or dead. If dead, did she or not leave a will?

Ans. Yes, I knew V. Elizabeth Fooks. She was my mother, she died in 1934, and left a will which has been duly provated in the Orphans' Court for Somerset County, an exact copy of which you are holding andit is marked Exhibit "B" in this case.

Int. 4. Can you tell me the provisions of that will?

Ans. Yes, she devised all of her real property to be divided equally, share and share alike, between the defendants in this suit.

Int. 5. Who is administrating on Mrs. Fooks' estate?

Ans. I was named executrix, have qualified and am now administrating on her estate.

Int. 6. Please advise whether or not she has sufficient personal estate to pay her debts?

Ans. No, the personal estate is wholly insufficient to pay her funeral expenses and other debts.

Int. 7. State whether or not Mrs. Fooks owned any real estate at the time of her death and, if so, where it is situated.

Ans. Yes, my mother owned a farm in East Princess Anne Election District, containing in the aggregate something over 90 acres. This farm was acquired by Vienna E. Fooks by the following deeds: 10 acres from R. F. Duer, Trustee, by deed dated June 2, 1910, and recorded among the land records of Somerset County in Liber S. F. D. No. 54, folio 146. This is known as the Witta F. Bounds property, 53 acres from Edward G. Bounds by deed dated May 3, 1910, and recorded among the aforesaid land records in Liber S. F. D. No. 54, folio 132; 20 acres from California Pusey, by deed dated July 24, 1905, and recorded among the aforesaid land records in Liber O. T. B. No. 81, folio 85; one acre from Thomas H. Bock, by deed dated June 14, 1905, and recorded among the aforesaid land records in Liber O. T. B. No. 40, folio 502; one acre from Azariah C. Pusey by deed dated June 17, 1911, and recorded among the aforesaid land records in Liber S. F. D. No. 57, folio 37; one and one-half acres from Witta F. Bounds by deed dated July 1, 1902, and recorded as aforesaid in Liber O. T. B. No. 33, folio 287; 12 acres from Edward G. Bounds by deed dated December 2, 1897, and recorded as aforesaid in Liber O. T. B. No. 22, folio 549.

These tracts of land all adjoin and made up what is known as the Vienna Fooks farm.

Int. 8. Please state what, in your opinion, is the value of this land.

Ans. In my opinion, the land is worth from $1,000.00 to $1,500.00.

Court question:

Ans. Nothing further.

Witness: Delsie Fooks Pusey

Harry C. Dashiell
Exm.

Signature

George Norman Pusey, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. George Norman Pusey, 59 years, farmer, East 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, what are their ages?

Ans. Yes, I know all the parties to this suit. The defendants are all above the age of 21 years and they all live in Somerset County with the exception of Stanford Oscar Fooks, who has recently left the State. The plaintiff is a Maryland corporation.

Int. 3. Did you know Vienna E. Fooks? If so, is she living or dead, if dead, did she leave a will?

Ans. Yes, I knew Mrs. Fooks who died three or four years ago. She left a will devising her property to Effie Fooks Lankford, Delsie Fooks Pusey, Oscar Fooks and Stanford Oscar Fooks, share and share alike.

Int. 4. Do you know whether or not Mrs. Fooks owned any real estate at the time of her death? If so, where is same located?

Ans. Yes, Mrs. Fooks owned a farm situate near West Post Office, in Somerset County, Maryland. This farm contains, by estimation, between 90 and 100 acres. It is improved by a dwelling and barns and has a considerable amount of growing timber on it. In my opinion, the farm is worth at least $1,000.00.

Court question and answer:

"Nothing further".

Witness: George Norman Pusey

Harry C. Dashiell
Exm.

E. Herrman Cohn, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. E. Herrman Cohn, 54 years, President of The Cohn & Bock Company, a Maryland corporation,

and the plaintiff in this case.

Int. 2. Do you know the defendants 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 of the defendants. They are all adults above the age of 21 years and all live in this County with the exceptions of Stanford Oscar Fooks who has recently moved away.

Int. 3. Did you know Vienna E. Fooks, sometimes known as V. Elizabeth Fooks?

Ans. Yes, I knew Mrs. Fooks. She died several years ago and left a will duly probated and recorded among the testamentary records of Somerset County, in Liber F. E. D. No. 33, folios 428 and 429.

Int. 4. Do you know the terms of this will?

Ans. Yes, the real estate was left to the four defendants in this suit: Effie Fooks Lankford, Delsie Fooks Pusey, Oscar Fooks and Stanford Oscar Fooks.

Int. 5. Do you know whether or not any administration was ever had on the estate of Mrs. Fooks?

Ans. Yes, the defendants, Delsie Fooks Pusey, is executrix of the estate and she has been administrating on same since 1934.

Int. 6. Do you know whether or not the assets in the personal estate are sufficient to pay the debts of the deceased?

Ans. No, the assets are insufficient to pay the debts owing by Mrs. Fooks' estate.

Int. 7. Please state whether or not Mrs. Fooks was indebted to you at the time of her death and, if so, how?

Ans. Yes, Mrs. Fooks owed The Cohn & Bock Company the sum of $75.96 on an open account as will appear by an itemized copy thereof filed in these proceedings, marked Exhibit "A".

Int. 8. Please state whether or not any of this indebtedness has been paid.

Ans. No. The estate is still indebted to The Cohn & Bock Company to the extent of $75.96.

Int. 9. Please state if you know whether or not Mrs. Fooks owned any real estate at the time of her death. If so, described it and state what, in your opinion, is its value.

Ans. Mrs. Fooks owned a farm in East Princess Anne Election District, adjacent to some property owned by The Cohn & Bock Company. I believe this farm contains something over 90 acres and, in my opinion, is worth $1,000.00.

Court question and answer.

"Nothing further".

Witness: E. Herrman Cohn

Harry C. Dashiell
Exm.

And being no further witnesses produced to me to be examined, I herewith, at the request of the plaintiff's solicitor, return the above deposition to Court closed under my hand and seal and certify that the annexed statement of costs if correct.

Given under my hand and seal this 4th day of March, 1938.

Harry C. Dashiell (SEAL)
Examiner in Chancery.

Bill of costs:

Harry C. Dashiell, Examiner $ 4.00.

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

The Cohn & Bock Company	)	No. 5100 Chancery
vs.	)	Circuit Court for Somerset
Delsie Fooks Pusey, 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 sixteenth day of March in the year nineteen hundred and thirty eight, by the Circuit Court, ADJUDGED, ORDERED AND DECREED, That the property in the proceedings mentioned or so much thereof as may be necessary, be sold, and that Edgar A. Jones be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings, shall be as follows: he shall first file with the Clerk of this Court a corporate Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of One Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Somerset County as he shall think proper of the time, place, manner and terms of sale, which shall be one half cash and the balance within six months from the date of sale, or all cash at the option of the purchaser or purchasers, the credit portion to bear interest and to be secured to the satisfaction of the Trustee and 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 trust 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 property for sale the Trustee shall give notice to creditors of V. Elizabeth Fooks, deceased, to file their claims with vouchers thereof legally authenticated with the Clerk of the Circuit Court for Somerset County on or before the 16th day of May, 1938.

James M. Crockett

Judge.

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

Know all men by these presents that we, Edgar A. Jones, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of April, 1938.

Whereas, the above bound Edgar A. Jones, by virtue of a decree of the Circuit Court for Some rset County, Maryland, in Equity, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of The Cohn & Bock Company against Effie Fooks Lankford and others, the same being No. 5100 on the Chancery Docket of said Court, and now pending in said Court;

Now, the condition of the above obligation is such that if the above bound Edgar A. Jones do and shall well and faithfully perform the trust reposed in him in and by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force in law.

Edgar A. Jones (SEAL)

Principal

Test: Benjamin L. Barnes. CORPORATE SEAL 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 fourteenth day of April, in the year nineteen hundred and thirty-eight, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so as aforesaid filed, are in the words following, to wit:

The Cohn & Bock Company, a corporation	)	No. 5100 Chancery
vs.	)	In the Circuit Court for
Delsie Fooks Pusey, et al.	)	Somerset County,
	)	In Equity.

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

By virtue and power of authority of a decree passed in this cause on the 16th day of March, in the year nineteen hundred and thirty-eight, and after having given bond with approved security as required by said decree, for the faithfuly performance of the trust reposed in him and after having given more then 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, Maryland, and by notice posted at the Court House door in Princess Anne, he did, in pursuance of said notice, attend in front of the Court House door in Princess Anne, Maryland, on Tuesday, April 12, 1938, at or about the hour of 2 o'clock P. M. and then and there proceeded to sell at public auction all of the following described real estate, to wit:

All that farm or tract of land situate in East Princess Anne Election District, Somerset County, Maryland, near West Post Office and on the road from Snow Hill to Princess Anne, adjoining the Azariah Pusey farm, and what is known as the Sidney Dryden tract, said farm being generally known as the Vienna E. Fooks farm which was conveyed to the said Vienna E. Fooks by the following deeds: from R. F. Duer, Trustee, by deed dated June 2, 1910, recorded among the land records of Somerset County in Liber S. F. D. No. 54, folio 146; from Edward G. Bounds by deed dated May 3, 1910, and recorded as aforesaid in Liber S. F. D. No. 54, folio 132; from California Pusey by deed dated July 24, 1905, and recorded as aforesaid in Liber O. T. B. No. 81, folio 85; from Thomas H. Bock by deed dated June 14, 1905, recorded as aforesaid in Liber O. T. B. No. 40, folio 502; from Azariah C. Pusey by deed dated June 17, 1911, recorded as aforesaid in Liber S. F. D. No. 57, folio 37; from Witta F. Bounds by deed dated July 1, 1902, and recorded as aforesaid in Liber O. T. B. No. 33, folio 287; from Edward G. Bounds by deed dated December 2, 1897, and recorded as aforesaid in Liber O. T. B. No. 22, folio 549; and sold the same to O. Pittman Carey and Allan Long, partners trading as Carey and Long, at and for the sum of seven hundred ninety-one dollars ($791.00) and the purchasers have complied with the terms of sale to the satisfaction of the Trustee by paying one-half of the aforesaid purchase price in cash and securing the balance of said purchase price by promissory note of the said Carey & Long, due October 12, 1938.

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

And as in duty bound, etc.

Edgar A. Jones

Trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th day of April, in the year nineteen hundred and thirty-eight, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared Edgar A. Jones, the above mentioned Trustee, and made oath in due form of law that the matters and things set forth in the above report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

J. Millard Tawes, Clerk.

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

Ordered by the Circuit Court for Somerset County, in Equity, that the sale of property mentioned in these proceedings made and reported by Edgar A. Jones, Trustee appointed by a decree of this Court to make said sale, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 17th day of May, 1938, 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 16th day of May, 1938.

The report states the amount of sale to be $791.00.

J. Millard Tawes

Clerk of the Circuit Court
for Somerset County.

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

Ordered by the Circuit Court for Somerset County, in Equity, this 18th day of May, 1938, that the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause and the Trustee is allowed the usual commissions and such proper expenses as he may 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.

""

L. Creston Beauchamp, Ex parte Trust created by mortgage from Jas. E. Moore and wife	) Be it remembered that heretofore to wit, on the fourth) day of March, in the year nineteen hundred and thirty-) eight, 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 Charles T. Wicks by a certain James E. Moore and Bessie Moore, 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 June, in the year nineteen hundred and twenty-three, by James E. Moore and Bessie Moore, his wife, of Somerset County, in the State of Maryland:

Whereas, the said James E. Moore and Bessie Moore, his wife, have this day borrowed from Charles T. Wicks, of County and State aforesaid, the sum of One Thousand Dollars ($1,000.00), and have executed and delivered unto the said Charles T. Wicks their bill obligatory for said sum of One Thousand Dollars ($1,000.00), dated evenly herewith, payable five years after date, with interest from date, which said interest is to be paid semi-annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said James E. Moore and Bessie Moore, his wife, have agreed to execute this Mortgage.

Now therefore this mortgage witnesseth, that in consideration of the premises and the sum of five dollars in hand paid, the said James E. Moore and Bessie Moore, his wife, have granted and by these presents do grant and convey unto the said Charles T. Wicks, his heirs and assigns, all those lots or parcels of land, situate, lying and being in Fairmount District, Somerset County, State of Maryland, and described as follows:

Lot No. 1.

All that lot or parcel of land, situated as aforesaid, containing one-half acres, more or less, which the said mortgagors purchased from Robert H. Jones and wife, improved by comfortable dwelling, by deed of conveyance duly recorded among the Land Records of Somerset County.

Lot No. 2.

All that lot or parcel of land, containing one half acre, more or less, which the said mortgagors purchased by deed from George A. Cox and wife, duly recorded among the aforesaid land records.

Lot No. 3.

All that lot or parcel of land, containing about one-sixth of an acre, which the said mortgagors purchased by deed from the said George A. Cox and wife, duly recorded among the aforesaid land records.

Lot No. 4.

All that lot or parcel of land, containing two-thirds of an acre, more or less, which the said mortgagors purchased by deed from Manuel J. Waters and wife, duly of record among the aforesaid land records, to which said deeds and records special reference is here made for a more accurate description of the land and premises mortgaged.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said James E. Moore and Bessie Moore, his wife, mortgagors, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or John B. Robins, his 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 reasonably 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 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: James E. Moore (SEAL)

F. Douglass Sears. Bessie Moore (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 23rd day of June, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid, personally appeared James E. Moore and Bessie Moore, 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, Charles T. Wicks, the mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

F. Douglass Sears, N. P. SEAL OF NOTARY

Received for Record June 25th, 1923, and recorded in Liber W. J. S. No. 88, folio 94&c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

I hereby assign the within mortgage to L. Creston Beauchamp for the purpose of foreclosure.

Witness my hand and seal this 17th of February, 1938.

Test: Stetson M. Wicks. Maggie V. Wicks (SEAL)
Administratrix, Chas. T. Wickes.

Filed for Record 4th March, 1938, and recorded in Liber W. J. S. No. 88, folio 95.

Test: J. Millard Tawes, Clerk.

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

KNOW all men by these presents that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casulaty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the sum of one thousand dollars, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, sealed with our seal and dated this fourth day of March, nineteen hundred and thirty-eight.

WHEREAS, by mortgage dated the 23d of June, 1923, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 88, folio 94, a certain James E. Moore and Bessie Moore, his wife, conveyed to Charles T. Wicks certain real estate in said county, and whereas because of the default which has occurred under the terms and conditions of said mortgage, Maggie V. Wicks, administratix of Charles T. Wicks, has assigned the said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of the real estate mentioned in said mortgage, as therein authorized.

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 virtue of said mortgage, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds therefrom, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principal

Test:

Benjamin L. Barnes. CORPORATE SEAL 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 fourth day of April, in the year nineteen hundred and thirty-eight, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavit, so aforesaid filed, are in the words following, to wit:

L. Creston Beauchamp, Ex parte.	)	No. 5136 Chancery
	)	In the Circuit Court for
Trust created by mortgage from James Moore & wife	)	Somerset County, Maryland.
_____	)	

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 James E. Moore and Bessie Moore, his wife, to Charles T. Wicks, dated June 23d, 1923, recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 88, folio 94, 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 Crisfield Times, 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, March 29th, 1938, at or about the hour of two o'clock P. M., and then and there proceed to sell at public auction the property described in said mortgage, namely:

He offered all that house and lot of land in Fairmount Election District, So merset County, Maryland, back from the east side of the county road leading through Upper Hill, adjoining the lands of Isaac Maddox, W. H. Adams, Emanuel Waters and Joseph Johnson, and containing 1 7/8 acres, more or less; being the same land conveyed to the said James E. Moore by the four following deeds: (1) From George A. Cox and wife, dated the 6th of November, 1909, recorded among said land records in Liber S. F. D. No. 59, folio 171; (2) From Emanuel J. Waters and wife dated February 24th, 1915, recorded in Liber W. J. S. No. 68, folio 102; (3) From George A. Cox and wife, dated March 24th, 1915, recorded in Liber W. J. S. No. 68, folio 159; (4) From Robert H. Jones and wife, improved by a comfortable and well-equipped house and necessary outbuildings, and sold the same to Stetson M. Wicks, he being the highest bidder therefor, at and for the sum of one hundred and twenty-six dollars and twenty-eight cents, which the purchaser has fully paid.

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

Entire amount of sale		$ 126.28
Costs as taxes by Clerk	$ 21.00	
Advertising sale & Order Nisi	25.00	
State and County taxes	45.28	
Premium on Bond	10.00	
Auctioneer	2.00	
Commissions, per Chancery Rule	25.00	126.28

And the assignee and trustee charges himself with the proceeds of said sale, 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 fourth day of April, 1938, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the assignee and trustee named in the foregoing report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported and the distribution of the proceeds therefrom were fairly made.

J. Millard Tawes
Clerk.

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

L. Creston Beauchamp, Ex parte	)	No. 5136 Chancery
	)	In the Circuit Court for
Trust created by mortgage from James E. Moore and wife	)	Somerset County, Maryland.
	)	

It is this fourth day of April, nineteen hundred and thirty-eight, by the Circuit Court for Somerset County, Maryland, in Equity, ordered 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 from said sale be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the seventh day of May, 1938; 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 thirtieth day of April, 1938.

The report states the amount of sale to be $126.28.

J. Millard Tawes
Clerk.

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

L. Creston Beauchamp	)	No. 5136 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 and no cause to the contrary having been shown, it is this 18th day of May, nineteen hundred and thirty-eight, 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 of said sale 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.

""

Edgar A. Jones, Ex parte	)	Be it remembered that heretofore to wit, on the twenty-
Under power in mortgage from W. Ernest Cox and Effie K. Cox, to the Land Bank Commissioner	)	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 W. Ernest Cox and Effie K. Cox, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, made the seventeenth day of September, in the year nineteen hundred and thirty-four, by and between W. Ernest Cox and Effie K. Cox, his wife, 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 $3600.00, this day lent said Mortgagor by said Commissioner;

AND WHEREAS, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated September 1, 1934, for said principal sum of $3600.00, 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 MARCH and SEPTEMBER in each year, said principal sum being payable on an amortization plan and in FIFTY-NINE equal successive semi-annual instalments of $60.00 each, the first such instalment being payable on the FIRST day of MARCH, 1938, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $60.00 payable on the FIRST day of SEPTEMBER, 1967, 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 THOSE TWO tracts or parcels of land situate in Fairmount Election District No. 6, Somerset County, State of Maryland, containing in the aggregate one hundred forty-two and eighty-six hundredths (142.86) acres, and being more fully described in a mortgage from W. Ernest Cox and Effie K. Cox, his wife, to The Federal Land Bank of Baltimore, which mortgage is dated September 18, 1934 and recorded immediately prior hereto among the Land Records of said County, and which description therein mentioned is hereby referred to and made a part hereof as though textually incorporated herein.

TRACT I. BEING PART of the land which was conveyed to the said W. Ernest Cox by deed from Edward E. Tull, unmarried, dated March 13, 1908, and recorded among said Land Records in Liber SED 48, folio 408. Being also part of the land which was conveyed to the said W. Ernest Cox by deed from Edward E. Tull, unmarried, dated March 24, 1919, and recorded among said Land Records in Liber WJS 78, folio 14.

TRACT II. BEING THE SAME land which was acquired by the said W. Ernest Cox under and by virtue of the following: Deed from David Dutcher and Irene Dutcher, his wife, dated October 7, 1921 and recorded among said Land Records in Liber WJS 85, folio 52. Deed from Laura Handy, Spinster, dated October 6, 1925, and recorded among said Land Records in Liber WJS 92, folio 266. Deed from H. Fillmore Lankford, Trustee, dated February 20, 1926, and recorded among said Land Records in Liber WJS 92, folio 508. Deed from Elizabeth Cox, widow, dated December 15, 1924, and recorded among said Land Records in Liber WJS 92, folio 270. Deed from Laura R. Sterquel, widow, dated August 10, 1927, and recorded among Land Records in Liber GWL 94, folio 419. Deed from Josephine Avery, widow, et al, dated December 30, 1920 and recorded among said Land Records in Liber WJS 81, folio 573; Deed from H. Fillmore Lankford, Assignee, dated June 29, 1927, and recorded among said Land Records in Liber GWL 96, folio 457.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any wise 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 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 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 17th day of September, 1934, 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 No. ____, Folio ____, which said mortgage is a lien on the property hereby conveyed.

Said Mortgagor hereby covenents 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

assurances 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 of 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 thismortgage, 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 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 assigns, 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 appoint-

ment 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 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 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.

TESTE: W. Ernest Cox (SEAL)

Samuel H. Sudler. Effie K. Cox (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 3rd day of October, in the year one thousand nine hundred and thirty-four, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared W. ERNEST COX and EFFIE K. COX, 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.

Samuel H. Sudler SEAL OF
Notary Public NOTARY

My Commission expires May 6th, 1935.

Left for record 26 3:30 o'clock P. M. on the 13th day of Nov. 1934. Recorded in J. M. T. Bk. 107 P. 168.

J. Millard Tawes, Clerk.

THIS ASSIGNMENT OF MORTGAGE, made this 23rd day of February, 1937 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 September 17, 1934, and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 107, folio 168, W. Ernest Cox and Effie K. Cox, his wife, 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 those two certain tracts of land, situate in the County and State aforesaid; aggregating 142.86 acres, more or less, to secure the payment of a debt for the sum of $3600.00.

WHEREAS, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the provisions of Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, (U. S. C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of A. S. Goss, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

WHEREAS, under and by virtue of the provisions of Section 3 of the Federal Farm Mortgage Corporation Act (U.S.C. Title 12, Section 102-B) said amortization note and mortgage, standing of record in the name of the Land Bank Commissioner, as aforesaid, are the property of the Federal Farm Mortgage Corporation, a corporation, and said corporation is now the owner of the amortization note and mortgage herein described, and

WHEREAS, the said W. Ernest Cox and Effie K. Cox, his wife, have defaulted under the terms and conditions of the said mortgage, and the said 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 W. Ernest Cox and Effie K. Cox, his wife, 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 corporate seal to be hereunto affixed by L. R. Ritchie, its Assistant-Secretary.

CORPORATE SEAL

THE FEDERAL FARM MORTGAGE CORPORATION,
a body corporate

L. R. Ritchie
Assistant-Secretary.

By L. E. Rogers
Vice-President.

STATE OF MARYLAND, CITY OF BALTIMORE, SS.

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.

My commission expires May 3, 1937.

Mary F. House
Notary Public

SEAL OF NOTARY

Received for Record February 26th, 1937, and recorded in Liber J. M. T. No. 112, folio 372, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-second day of April, in the year nineteen hundred and thirty-seven, the following suggestion was filed, to wit:

EDGAR A. JONES, ASSIGNEE OF FEDERAL FARM MORTGAGE CORPORATION	)	In the Circuit Court for
	)	Somerset County, Maryland.
vs.	)	In Equity No.
W. ERNEST COX AND EFFIE K. COX, his wife	)	
	)	

SUGGESTION

TO THE HONORABLE, THE JUDGE OF SAID COURT.

W. Ernest Cox, by his solicitors, Thomas G. Young, Jr., and France, McLanahan & Rouzer, respectfully suggests to this Honorable Court in the above entitled case:

1. That the said W. Ernest Cox is at present, and for a number of years immediately preceding the filing of this suggestion, has been the owner in fee simple of the farm and lot of ground described in the mortgage filed for foreclosure in the proceedings in the above entitled case.

2. That on or about the 20th day of April, 1937, the said W. Ernest Cox filed in the United States District Court for the District of Maryland his petition for composition and extension under the provisions of Section 75 and amendments thereto of the National Bankruptcy Act (Title 11 U.S.C.A., Section 203), and that prior to the filing of this suggestion on or about the same day first above mentioned the United States District Court for the District of Maryland aforesaid approved of said petition as properly filed and assumed jurisdiction under the provisions of the Bankruptcy Act aforesaid, and ever since the filing of said petition said United States District Court for the District of Maryland has had exclusive jurisdiction and still retains such jurisdiction of all the property of the said W. Ernest Cox and particularly of all the property described in the schedules of his real estate and personal property, which were attached to and made a part of his said petition, included in which schedules and property was the farm and lot of ground particularly described in the mortgage filed for foreclosure in the above entitled case.

3. And the said W. Ernest Cox suggests to this Honorable Court that it is without jurisdiction in the matter of the real estate and property described in the mortgage filed for foreclosure in this case; that exclusive jurisdiction of said property is in the United States District Court for the District of Maryland for the filing of the petition of said W. Ernest Cox in said Court; and that the passage of the Order by said Court in the usual form, certifying that said petition and the form thereof was in accordance with the provisions and requirements of Section 75 and of the amendments thereto of the National Bankruptcy Act as aforesaid.

AND as in duty bound, etc.

Thomas G. Young, Jr.

France, McLanahan & Rouzer
Solicitors for W. Ernest Cox,
Debtor, in the United States
District Court for the District
of Maryland.

STATE OF MARYLAND, CITY OF BALTIMORE, To wit:

I HEREBY CERTIFY that on this 21st day of April, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas G. Young, Jr., solicitor for W. Ernest Cox, Debtor, and made oath in due form of law that the matters and things stated in the foregoing suggestion are true and bona fide as therein set forth to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Julia A. Knoerr SEAL OF
Notary Public NOTARY

And thereafter to wit, on the fourteenth day of April, in the year nineteen hundred and thirty-eight, the following certified copy of order of Federal Court was filed, to wit:

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF MARYLAND

In the Matter of	)	No. 8792
W. Ernest Cox,	)	Proceedings under Section
Debtor.	)	75 of the Bankruptcy Act.

O R D E R

This case having come on for hearing on the petition of the Federal Land Bank of Baltimore and the Federal Farm Mortgage Corporation, asking for a dismissal of the proceedings or a liquidation of the debtor's estate with leave to the assignee of the Federal Farm Mortgage Corporation to proceed with his sale of the property covered by the Corporation's mortgage, the answer of the debtor thereto, and the petition of the debtor for partition, and it appearing to the Court from the record of the case and upon argument of counsel that there is no reasonable hope for the financial rehabilitation of the debtor within the scope of these proceedings, and that such proceedings cannot be expected to have any effect beyond postponing inevitable liquidation, and it further appearing that there is no equity for the estate of the debtor in the property covered by the mortgages of The Federal Land Bank of Baltimore and the Federal Farm Mortgage Corporation,

IT IS HEREBY ORDERED, this 21st day of March, 1938, by the District Court of the United States for the District of Maryland, that the estate of the debtor be liquidated forthwith under the provisions of the general Bankruptcy Act, that the case be returned to the Honorable Robert W. Dallas, Conciliation Commissioner, for the purpose of securing the appointment of the trustee and the aforesaid liquidation of the estate of the debtor, and that the Federal Farm Mortgage Corporation and the assignee of its mortgage be and they hereby are given leave to proceed with the foreclosure of the said mortgage and the sale of the property covered thereby.

WILLIAM C. COLEMAN
United States District Judge.

UNITED STATES OF AMERICA
DISTRICT OF MARYLAND, to wit:

I, ARTHUR L. SPAMER, Clerk of the District Court of the United States for the District of Maryland, do hereby certify that the aforegoing is a true copy of the Order of Court that the estate of the debtor be liquidated, &c., which was entered and filed on the 21st day of March, 1938, in the therein entitled matter of William Ernest Cox, No. 8792 Bankrupt Docket, in said District Court.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said District Court, this 11th day of April, 1938.

SEAL OF Arthur L. Spamer
COURT Clerk of the said District Court.

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 Casulaty Company, a Maryland corporation, surety, 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 trult 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 day of April, nineteen hundred and thirty-seven.

WHEREAS, by mortgage dated the 17th of September, 1934, recorded among the land records of Somerset County, Maryland, in Liber J. M. T. No. 107, folio 168, a certain W. Ernest Cox and Effie K. Cox, his wife, conveyed unto 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 duly 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 said power by a sale of said mortgaged property;

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

Test: Edgar A. Jones (SEAL)

Benjamin L. Barnes. CORPORATE 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 twenty-first day of April, in the year nineteen hundred and thirty-eight, the said trustee exhibited and filed in the Circuit Court here a report of sales, with an affidavit thereunto annexed, which said report and affidavir, so aforesaid filed, are in the words following, to wit:

Edgar A. Jones, ex parte, under power in mortgage from W. Ernest Cox and Effie K. Cox, to the Land Bank Commissioner	)	No. 5006 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.

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 W. Ernest Cox and Effie K. Cox, his wife, to the Land Bank Commissioner, dated September 17, 1934, and recorded among the land records of Somerset County in Liber J. M. T. No. 107, folio 168; and whereas under and by virtue of the provisions of Section 3 of the Federal Farm Mortgage Corporation Act (U. S. C. Title 12, Section 102 B) said mortgage and the note by it secured standing of record in the name of the Land Bank Commissioner as aforesaid are the property of the Federal Farm Mortgage Corporation, a corporation; and whereas by assignment dated February 23, 1937, and recorded among the land records of Somerset County in J. M. T. No. 112, folio 372, the said The Federal Farm Mortgage Corporation, a body corporate, assigned by said mortgage to Edgar A. Jones for the purpose of collection and foreclosure; and whereas under and by virtue of the power of sale in said mortgage contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage whereby the said mortgage debt has become due and demandable, the said Edgar A. Jones, Assignee as aforesaid, respectfully represents to your Honor:

That after giving bond with security approved by the Clerk of this Court for the faithful performance of the trust so as aforesaid reposed in him by said mortgage and as required by law and after giving more than twenty days notice of the time, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 19th day of April, 1938, at or about

the hour of 2:30 o'clock P. M. and then and there proceed to sell the property described in said mortgage to wit:

All that property situate in Fairmount Election District, No. 6, Somerset County, Maryland, described as follows:

First: All that valuable home lot situate in the village of Fairmount on the State highway, containing eight acres, more or less, now occupied by W. Ernest Cox and family; this property is improved by a large frame dwelling, barn, and other out buildings.

Second: All that farm situate as aforesaid and West of the main County road from Upper Fairmount to Ford's Wharf and on a private road from the said County road by Fairmount Academy to Landonville about one mile South of Upper Fairmount, containing 135 acres, more or less, more or less; this property is improved by a dwelling, two tenant houses, and other out buildings.

The above properties being accurately described on plats and certificate of survey filed with mortgage to the Federal Land Bank of Baltimore, recorded among the aforesaid land records in Liber J. M. T. No. 107, folio 131.

Your assignee offered the above two tracts of land subject to the legal operation and effect of a prior mortgage held by The Federal Land Bank of Baltimore andhe first offered said properties separately and then as a whole and receiving no bids for the property separately, sold them as a whole to The Federal Farm Mortgage Corporation it being then and there the highest bidder therefor, at and for the sum of five hundred dollars ($500.00) and the purchaser has complied with the terms of sale.

Respectfully submitted,

Edgar A. Jones
Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 21st day of April, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Edgar A. Jones, Assignee of the above described mortgage, and made oath in due form of law that the matters and things set forth in the above report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

Benjamin L. Barnes SEAL OF
Notary Public NOTARY

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

ORDER NISI

Edgar A. Jones, ex parte, under power in mortgage from W. Ernest Cox and Effie K. Cox, to the Land Bank Commissioner.	)	No. 5006 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, that the sale mentioned in these proceedings, made and reported by Edgar A. Jones, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or befor the 24th day of May, 1938, provided a copy of this order be inserted in some weekly newspaper printed in said Somerset County once in each of three successive weeks before the 23rd day of May, 1938.

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

J. Millard Tawes,

Clerk of the Circuit Court for
Somerset County.

And now at this day to wit, on the twenty-fifth day of May, in the year nineteen hundred and thirty-eight, 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 Circuit Court for Somerset County this 25th day of May, in the year nineteen hundred and thirty-eight, that the sale made and reported by the Assignee aforesaid be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nish passed in said cause and the Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

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.

""

Margaret D. Sterling and others vs. Mabel R. Dennis and others.	)	And thereafter to wit, on the second day of May, in the year nineteen hundred and thirty-eight, the following petition was filed, in the words following, to wit:

Margaret D. Sterling and others vs. Mabel R. Dennis and others	)	No. 4203 Chancery. In the Circuit Court for Somerset County.

. . . .

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

The petition of Clarence P. Lankford, Trustee appointed by a decree of this Court to make sale of certain real estate decreed to be sold in the above above entitled cause, respectfully represents:

That H. Frazier Moore, of Crisfield, Somerset County, in the State of Maryland, had offerred the sum of Fifteen Hundred Dollars ($1,500.00), in cash, at private sale, for all those lots or parcels of land in the Town of Crisfield, Somerset County, in the State of Maryland, being a part of the property decreed to be sold in this cause, on the North-west side of the New York, Philadelphia and Norfolk Railroad, fronting forty-seven feet on said railroad, and extending back a distance of one hundred and fifty feet, to Broad Street, the same being all the real estate and premises described in two deeds to L. Edward P. Dennis, one from Thomas J. Dixon and wife, bearing date the fourth day of December, eighteen hundred and eighty-eight, and recorded among the Land Records of said Somerset County in Liber H. D. L. No. 6, folio 418 etc, and the other from Gordon T. Atkinson and William E. Roach, Executors of William H. Roach, deceased, by deed bearing date the twenty-third day of November, eighteen hundred and ninety-nine, and recorded among said Land Records in Liber O. T. B. No. 28 folio 82 etc; that the offer of the said H. Frazier Moore of the sum of Fifteen Hundred Dollars ($1,500.00) for said property above described, at private sale, is on the condition that said offer be accepted within thirty days from the date of said offer; that the sum of Fifteen Hundred dollars ($1,500.00) is the highest valuation your trustee has known placed upon said property, and that your trustee considers it a good price, and thinks that the offer of the said H. Frazier Moore should be accepted and believes that the above named sum is fully as much as the said property would bring at public sale. Your Trustee therefore prays your Honors to pass an order so monifying the decree already passed in this cause as to authorize him to accept the said offer of the said H. Frazier Moore of Fifteen Hundred dollars ($1,500.00), believing, as he does, that an acceptance of said offer would be for the best interest of the said estate and those interested therein.

And as in duty bound etc.

Clarence P. Lankford, Trustee.

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 30th day of April, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Clarence P. Lankford, the trustee in the above entitled cause, and made oath in due form of law that the matters and things stated in the foregoing petition are true as therein stated to the best of his knowledge and belief.

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

Benson W. Sterling SEAL OF
Notary Public NOTARY

And thereafter to wit, on the second day of May, in the year nineteen hundred and thirty-eight, the following offer of H. Frazier Moore was filed, to wit:

Crisfield, Md. April 22, 1938.

To Clarence P. Lankford, Trustee to sell the real estate mentioned in No. 4203 Chancery in the Circuit Court for Somerset County, Maryland:

I hereby offer you the sum of Fifteen Hundred Dollars ($1,500.00), for all those lots or parcels of land, with the improvements thereon, in the Town of Crisfield, Somerset County, in the State of Maryland, on the North-west side of the New York, Philadelphia and Norfolk Railroad, fronting forty-seven feet on said railroad and extending back a distance of one hundred and fifty feet, to Broad Street, which were conveyed unto L. Edward P. Dennis by two deeds, one from Thomas J. Dixon and wife bearing date the fourth day of December, eighteen hundred and eighty-eight, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 6 folio 419 etc, and the other from Gordon T. Atkinson and William E. Roach, Executors of William H. Roach, deceased, by deed bearing date the twenty-third day of November, eighteen hundred and ninety-nine, and recorded among said Land Records in Liber O. T. B. No. 28 folio 82 etc. This offer is submitted upon condition that the sale is made to me, at private sale, and the offer is accepted or declined within thirty days from this date.

I agree to pay for the above property in cash upon the execution of title papers to me.

H. Frazier Moore.

And thereafter to wit, on the second day of May, in the year nineteen hundred and thirty-eight, the following affidavit of William M. Wooster was filed, to wit:

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 22nd day of April, nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared William M. Wooster, and made oath in due form of law, that he is a resident and citizens of the Town of Crisfield, Somerset County, Maryland, and for the past ____ years has resided on Somerset Avenue, in said town of Crisfield; that he is familiar with the values of real estate in said Town of Crisfield; that he knows the property in the said town of Crisfield in the North-west side of the New York, Philadelphia and Norfolk Railroad, fronting forty-seven feet on said Railroad, and extending back a distance of one hundred and fifty feet to Broad Street, which property was conveyed to L. Edward P. Dennis by two deeds, one from Thomas J. Dixon and wife bearing date the fourth day of December, eighteen hundred and eighty-eight, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 6 folio 419 etc, and the other from Gordon T. Atkinson and William E. Roach, Executors of William H. Roach, deceased, bearing date the twenty-third day of November, eighteen hundred and ninety-nine, and recorded among said Land Records in Liber O. T. B. No. 28 folio 82 etc, that he believes that the said property is not worth more than fifteen hundred dollars, and if exposed at public sale would not bring more than that price, and that the offer made to the trustee of Fifteen Hundred

dollars ($1,500.00) for the property, at private sale, should be accepted.

William M. Wooster

Sworn and subscribed to before me this 22nd day of April, nineteen hundred and thirty-eight.

Herman F. Nelson SEAL OF

Notary Public NOTARY

And thereafter to wit, on the second day of May, in the year nineteen hundred and thirty-eight, the following affidavit of Edward P. Wyatt, was filed, to wit:

State of Maryland, Somerset County, to wit:

I hereby certify that on this 22nd day of April, nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid personally appeared Edward P. Wyatt and made oath in due form of law, that he is a resident and citizen of the Town of Crisfield, Somerset County, Maryland, and for the past 37 years has resided on Somerset Avenue in said Town of Crisfield; that he is familiar with the values of real estate in said Town of Crisfield; thathe known the property in the town of Crisfield on the Northwest side of the New York, Philadelphia and Norfolk Railroad, fronting forty-seven feet on said Railroad and extending back a distance of one hundred and fifty feet to Broad Street, which property was conveyed to L. Edward P. Dennis by two deeds, one from Thomas J. Dixon and wife bearing date the fourth day of December, eighteen hundred and eighty-eight, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 6 folio 419 etc, and the other from Gordon T. Atkinson and William E. Roach, Executors of William E. Roach, deceased, bearing date the twenty-third day of November, eighteen hundred and ninety-nine, and recorded among said Land Records in Liber O. T. B. No. 28 folio 82 etc; that he believes that the said property is not worth more than Fifteen Hundred Dollars, and if exposed at public sale would not bring more than that price, and that the offer made to the trustee of Fifteen hundred dollars ($1,500.00) for the property, at private sale, should be accepted.

Edward P. Wyatt

Sworn and subscribed to before me this 22nd day of April, nineteen hundred and thirty-eight.

Benson W. Sterling SEAL OF

Notary Public NOTARY

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

Upon the foregoing petition and affidavit of the trustee, and the accompaning affidavits, it is ordered, adjudged and decreed, by the Circuit Court for Somerset County, in Equity, this 2nd day of May, in the year nineteen hundred and thirty-eight, that the manner and terms of sale prescribed by the decree in the above entitled cause be and the same are hereby modified so far as to allow a private sale of the property mentioned in the aforegoing petition, and in the offer by the said H. Frazier Moore, and the acceptance of the price offered by the said H. Frazier Moore, namely the sum of Fifteen Hundred Dollars ($1,500.00.

James M. Crockett, Judge.

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

Margaret D. Sterling and others	)	No. 4203 Chancery
vs.	)	In the Circuit Court for
" " Mabel R. Dennis and others	)	Somerset County.

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

The second report of Clarence P. Lankford, trustee appointed by a decree of this Court, passed in the above entitled cause, dated the sixth day of February, in the year nineteen hundred and thirty, to make sale of certain real estate therein mentioned, respectfully represents:

That by virtue of said decree, and an order of this Court modifying said decree passed in the above entitled cause on the second day of May, in the year nineteen hundred and thirty-eight, and after giving bond, with approved security, as required by the said decree, conditioned for the faithful performance of the trust reposed in him by said decree, and after having complied with all the other requisites as required by law, the said decree and said order, your trustee sold all those lots or parcels of land, with the improvements thereon situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, on the North-west side of the New York, Philadelphia and Norfolk Railroad, fronting forty-seven feet on said railroad, and extending back a distance of one hundred and fifty feet to Broad Street, the same being all the real estate and premises described in two deeds to L. Edward P. Dennis late of said Somerset County, deceased, one from Thomas J. Dixon and wife, bearing date the fourth day of December, in the year eighteen hundred and eighty-eight, and recorded among the Land Records of said Somerset County in Liber H. F. L. No. 6 folio 419 etc, and the other from Gordon T. Atkinson and William E. Roach, Executors of William H. Roach, deceased, bearing date the twenty-third day of November, in the year eighteen hundred and ninety-nine, and recorded among said Land Records in Liber O. T. B. No. 29 folio 82 etc, the same being a part of the real estate decreed to be sold in this cause, unto H. Frazier Moore, of said Somerset County, at private sale, at and for the sum of Fifteen Hundred dollars ($1,500.00), all of which has been paid in cash.

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

Respectfully submitted,

Clarence P. Lankford, Trustee

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 3rd day of May, in the year nineteen hundred and thirty-eight, before me, the subscriber, Clerk of the Circuit Court for Somerset County, aforesaid, personally appeared Clarence P. Lankford, trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the 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:

Margaret D. Sterling and others	)	No. 4203 Chancery
vs.	)	In the Circuit Court
Mabel R. Dennis and others	)	for Somerset County.
	)	

Ordered by the Clerk of the Circuit Court for Somerset County, this 3rd day of May, nineteen hundred and thirty-eight, that the second report of Clarence P. Lankford, trustee in the above cause, to make sale of certain real estate in said cause mentioned, and the private sale therein reported by said trustee, of certain real estate in the Town of Crisfield, Somerset County, Maryland, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of June next; provided a copy of this order be inserted in some newspaper published in said Somerset County, once in each of three successive weeks before the 4th day of June, 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 fifteenth day of June, in the year nineteen hundred and thirty-eight, came again into Court here the said complainant, by his solicitor aforesaid, and on motion of the said complainant, by his solicitor aforesaid, the Court here passed the following order, to wit:

Margaret D. Sterling and others	)	No. 4203 Chancery
vs.	)	In the Circuit Court for
Mabel R. Dennis and others	)	Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 15th day of June, nineteen hundred and thirty-eight, that the report of Clarence P. Lankford, Trustee in the above entitled cause to make sale of certain real estate in said cause mentioned, and the private sale therein reported by said trustee of certain real estate in the Town of Crisfield, Somerset County, Maryland; 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 Jones, Clerk.

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In the matter of the tax sale of real estate in Fairmount Election District, Somerset County, Maryland, assessed to Oliver J. Thomas for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. W. Elisha White, Purchaser.	)	Be it remembered that heretofore, to wit, on the thirteenth day of April, in the year nineteen hundred and thirty-eight, a certain Carlos Bozman, Collector of state and county taxes for the Fairmount Election District, of Somerset

County for the years 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to Oliver J. Thomas for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County.	)	No. 5146 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.
	)	
W. Elisha White, 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 June 29th, 1932, 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 Oliver J. Thomas in Fairmount Election District, Somerset County, Maryland, the sum of one dollar and forty cents state taxes, and eight 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 Treasurer and Collector as aforesaid, did give notice of said annual levy of 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 institute, 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 on June 30th, 1933, 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 Commissioners did levy upon the property assessed to Oliver J. Thomas in Fairmount Election District, Somerset County, Maryland, the sum of one dollar and forty cents, state taxes, and five dollars and sixty cents county taxes, and that said taxes were due and in arrears on the first day of January, 1934;

That in the month of August, 1933, 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, 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 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 on June 30th, 1934, 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 and Collector as aforesaid, in pursuance of his duties as Clerk to said Commissioners did make 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 Oliver J. Thomas in Fairmount Election District, Somerset County, Maryland, the sum of one dollar and twenty-three

cents, state taxes, and five dollars and forty-nine cents, county taxes, and that said taxes were due and in arrears on the first day of January, 1935;

That in the month of August, 1934, 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 1932, 1933 and 1934 being still due and in arrears and unpaid constituted a lien upon the real estate of the said Oliver J. Thomas in Fairmount Election District, Somerset County, Maryland, and 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 and Collector, 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, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did, on Tuesday, April 6th, 1937, 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 Oliver J. Thomas in Fairmount Election District, Somerset County, Maryland, described as follows:

No. 64. All that lot in Fairmount Election District, Somerset County, Maryland, containing 4 acres, more or less, and improvements, on Hall's Creek, adjoining the lands of Harry Parks, W. J. Smith, and R. H. Jones, and assessed to Oliver J. Thomas for 1932, 1933 and 1934, and sold for taxes due for said years, and sold the same to W. Elisha White, he being the highest bidder therefor, at and for the sum of thirty-one dollars and ninety-three 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 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 12th day of April, 1938, 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:

Exhibit A.

TREASURER'S SALE FOR TAXES
IN FAIRMOUNT DISTRICT

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, April 6th, 1937, 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 Fairmount 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 cost.

No. 64. All that lot in Fairmount Election District, Somerset County, Maryland, containing 4 acres, more or less, and improvements, on Hall's Creek, adjoining the lands of Harry Parks, W. J. Smith and R. H. Jones, and assessed to Oliver J. Thomas for 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to Oliver J. Thomas for 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland.	No. 5146 Chancery In the Circuit Court for Somerset County, Maryland.
W. Elisha White, 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 April 6th, 1937, of land in Fairmount Election District, Somerset County, Maryland, on Hall's Creek, adjoining the lands of Harry Parks, W. J. Smith and R. H. Jones, and containing 4 acres, more or less, assessed to Oliver J. Thomas for 1932, 1933 and 1934, made to W. Elisha White for the sum of thirty-one dollars and ninety-three cents, now full 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, 1938, 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 14th day of May, 1938, 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, 1938, 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 $31.93.

James M. Crockett
Judge.

And now at this day to wit, on the twenty-first day of June, in the year nineteen hundred and thirty-eight, 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 Somerset News, a weekly newspaper published in said 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 this 21st dayof June,

1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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.

""

Sarah A. Disharoon and Lee S. Disharoon, her husband by Cora E. Disharoon, their next friend vs. Adeline Powell Anderson, Carolyn Eleanor Anderson and Marion Gladys Anderson.	) Be it remembered that heretofore, to wit, on the eighteenth day of February, in the year nineteen hundred and thirty-two, a certain Sarah A. Disharoon and Lee S. Disharoon, her husband, by Cora E. Disharoon, their next friend, by Wailes & Robins, their solicitors exhibited and filed in the Circuit Court here a bill of complaint against Adeline Powell Anderson, Carolyn Eleanor Anderson and Marian Gladys Anderson, which said bill of complaint is in the words following, to wit:

Sarah A. Disharoon and Lee S. Disharoon, her husband, by Cora E. Disharoon, their next friend vs. Adeline Powell Anderson, Carolyn Eleanor Anderson and Marian Gladys Anderson.	) No. 4386 Chancery) In the Circuit Court for) Somerset County, Maryland.) In Equity.))

To the Honorable, the Judges of said Court:

The Bill of Complaint of Sarah A. Disharoon and Lee S. Disharoon, infants, by Cora E. Disharoon, their next friend, respectfully shows:

(1) That Nathan J. Anderson, late of Somerset County, Maryland, departed this life on or about February 9th, 1932, intestate, seized and possessed in fee simple of all that tract or parcel of land situate in West Princess Anne Election District, Somerset County, State of Maryland, on the Manokin River, adjoining the lands of Upshur Anderson, et al., containing one hundred sixty-two and seven-tenths acres, more or less, being improved by a dwelling house and outbuildings, said land being designated as lot No. 1 on plat and certificate attached to and made a part of a deed from Sarah H. Anderson to H. Fillmore Lankford, Trustee, dated February 17th, 1911, and recorded among the Land Records of Somerset County, Maryland, in Liber S. F. D. No. 55, folio 565, et seq.; and being the same land that was conveyed to Nathan J. Anderson and Sarah H. Anderson by H. Fillmore Lankford, Trustee, by deed dated February 17th, 1911, and recorded among the Land Records of Somerset County, Maryland, in Liber S. F. D. No. 55, folio 571, et seq., a certified copy of which is filed herewith as a part hereof and designated as Complainants'"EXhibit A", the interest of Sarah H. Anderson in said land having been conveyed to Nathan J. Anderson by deed dated October 16th, 1925, and recorded among the Land Records aforesaid in Liber W. J. S. No. 92, folio 268, the original of which is filed herewith as a part hereof and designated as Complainants' "Exhibit B".

(2) That the said Nathan J. Anderson left no widow surviving him, but the following children to whom his interest in said real estate descended as his only heirs-at-law and who are now seized of said real estate as tenants in common, to wit:

(a) Sarah A. Disharoon, a daughter who has intermarried with Lee S. Disharoon, both of

whom are infants under the age of twenty-one years and reside in Wicomico County, state of Maryland.

(b) Adeline Powell Anderson, an unmarried infant daughter under the age of twenty-one years, who resides at Kelso Home, in Towson, Baltimore County, State of Maryland.

(c) Carolyn Eleanor Anderson, an unmarried infant daughter under the age of twenty-one years, who resides at Kelso Home, in Towson, Baltimore County, State of Maryland.

(d) Marian Gladys Anderson, an unmarried infant daughter under the age of twenty-one years, who resides at Easton Children's Home, in Easton, Talbot County, State of Maryland.

(3) That the personal estate of Nathan J. Anderson is more than sufficient to pay all of the just debts and funeral expenses and the cost of administering his estate, and that letters of administration on said personal estate have been granted unto Sarah A. Disharoon and Stanley G. Robins, who have duly qualified.

(4) That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein above set forth, and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their respective interests.

To the end, therefore,

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

(B) That the proceeds of said sale may be distributed among the complainant, Sarah A. Disharoon, and the said defendants according to their respective interests.

(C) That your complainants may have such other and further relief as their case may require.

May it please your Honors to grant to your complainants writs of subpoena directed to the said Adeline Powell Anderson and Carolyn Eleanor Anderson, both infants and residents of Kelso Home, Towson, Baltimore County, Maryland, and to Marian Gladys Anderson, infant and resident of Easton Children's Home, Easton, Talbot County, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Sarah A. Disharoon

Lee S. Disharoon
Complainants.

By Cora E. Disharoon
their next friend.

Wailes & Robins

Solicitors for Complainants.

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

THIS DEED, made this 17th day of February in the year nineteen hundred and eleven, by H. Fillmore Lankford, of Somerset County and State of Maryland, Trustee as hereinafter set forth:

Witnesseth Whereas Sarah H. Anderson of Somerset County and state of Maryland, by deed dated evenly herewith intended to be delivered and recorded among the land records of said County contemporaneously with this deed, granted and conveyed unto the said H. Fillmore Lankford certain land therein mentioned, in trust to grant and convey said land to the said Sarah H. Anderson for life with remainder to her son Nathan J. Anderson.

Now therefore this deed witnesseth that for and in consideration of the premises and of the sum of one dollar in hand paid and in execution of the trust reposed in him by said deed from the said Sarah H. Anderson, the said H. Fillmore Lankford, trustee as aforesaid, grants and conveys unto the said Sarah H. Anderson for and during her natural life and from and after the death of the said Sarah H. Anderson to the said Nathan J. Anderson, his heirs and assigns forever in fee all that lot tract or parcel of land in West Princess Anne District, in Somerset County in the State of Maryland, containing one hundred and sixty two and seven tenths acres more or less, which was conveyed to the said H. Fillmore Lankford, Trustee by the said Sarah H. Anderson, by

deed dated evenly herewith being Lot No. 1 on the plat and certificate of the surveyor, attached to and forming a part of said deed together with all the rights, of way and all other rights and privileges granted by said deed as appurtenant to the land hereby conveyed and subject to all the reservations in said deed contained, and reference is hereby made to said deed for a full and accurate description of the land hereby conveyed and of the rights, privileges and reservations herein mentioned.

To have and to hold unto the said Sarah H. Anderson for and during her natural life with remainder to the said Nathan J. Anderson his heirs and assigns in fee from and after the death of the said Sarah H. Anderson.

Witness the hand and seal of the said H. Fillmore Lankford, trustee as aforesaid the day and year aforesaid.

Witness: E. B. Lyons. H. Fillmore Lankford, Trustee (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 17" day of February in the year nineteen hundred and eleven before me, the subscriber, a Justice of the Peace of the state of Maryland, in and for Somerset County, personally appeared H. Fillmore Lankford, the trustee mentioned in the foregoing deed and acknowledged the foregoing deed to be his act and deed.

Emanuel B. Lyons, J. P.

Received for record 17" Feby 1911 and recorded in Liber S. F. D. No. 55 folio 571 &c, one of the land records of Somerset County.

Per S. Frank Dashiell Clerk.

State of Maryland, Somerset County, to wit:

I, W. Jerome Sterling, Clerk of the Circuit Court for Somerset County do hereby certify that the foregoing is a true and correct copy of the deed to Sarah H. Anderson et al from H. Fillmore Lankford trustee as recorded in Liber W. J. S. No. 55 folio 571 &c., one of the land records of Somerset County.

SEAL OF COURT In testimony whereof I hereunto subscribe my name and affix the seal of said Court on this the 4th day of September 1924.

W. Jerome Sterling, Clerk.

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

THIS DEED, Made this 16th day of October, one thousand nine hundred and twenty-five by Sarah H. Anderson, of Baltimore City, in the State of Maryland.

Witnesseth, that in consideration of the sum of five hundred dollars paid by Nathaniel J. Anderson of Somerset County in the State of Maryland, the said Sarah H. Anderson does grant unto the said Nathaniel J. Anderson, his heirs and assigns, in fee simple, all the right, title, interest and estate of the said Sarah H. Anderson, in and to all that farm or tract of land, situate, lying and being in West Princess Anne Election District, in Somerset County, in the State of Maryland, and described as follows, that is to say, All that farm or tract of land which was conveyed by H. Fillmore Lankford, trustee, to the said Sarah H. Anderson for life with remainder in fee to the said Nathaniel J. Anderson, by deed dated the 17th day of February, 1911, recorded among the land records of said county in Liber S. F. D. No. 55, folio 565 etc, containing one hundred and sixty-two acres, more or less, to which said deed and all the references in said deed contained reference is hereby made for full and accurate description of the land hereby conveyed.

Together with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges appurtenances and advantages, to the same belonging, or in anywise appertaining, and together with all the rights of way and all other rights granted by said deed as appurtenant to the land hereby conveyed, and subject to all the reservations in said deed contained or mentioned.

To Have and To Hold the said farm or tract of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, subject to the reservations aforesaid, unto and to the proper use and benefit of the said Nathaniel J. Anderson, his heirs and assigns, in fee simple.

And the said Sarah H. Anderson covenants that she will warrant specially the property hereby granted and conveyed, and that she will execute such further assurances of said Land as may be requisite.

Witness the hand and seal of the said grantor.

Test: Edgar A. Jones. 50¢ State Stamp Sarah H. Anderson (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, That on this 16th day of October, in the year one thousand nine hundred and twenty-five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid personally appeared Sarah H. Anderson, the grantor in the foregoing deed and acknowledged the foregoing Deed to be her deed and act.

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

Edgar A. Jones, J. P.

Received for Record Oct. 19, 1925, and recorded in Liber W. J. S. No. 92, folio 268&c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

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

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Adeline Powell Anderson, Carolyn Eleanor Anderson, of Baltimore County, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in March next to answer the complaint of Sarah A. Disharoon and others against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable JOHN R. PATTISON, Chief Judge of the First Judicial Circuit of Maryland, the 4th day of January Anno Domini 1932 ISSUED the 18th day of February Anno Domini 1932

Per order,

J. Millard Tawes, Clerk.

MARYLAND, SOMERSET COUNTY, to wit:

SEAL OF COURT

THE STATE OF MARYLAND,

To Marian Gladys Anderson of Talbot County, GREETING:

YOU ARE HEREBY COMMANDED that, all excuses and delays set apart, you personally appear before the Circuit Court for Somerset County, sitting in Chancery at Princess Anne Town, on the first MONDAY in March next to answer the complaint of Sarah A. Disharoon & others against you & others in the said Court exhibited. Hereof fail not at your peril.

WITNESS, the Honorable JOHN R. PATTISON, Chief Judge of the First Judicial Circuit of Maryland, the 4th day of January Anno Domini 1932 ISSUED the 18th day of February Anno Domini 1932.

Per order,

J. Millard Tawes, Clerk.

At which said first Monday in March, in the year nineteen hundred and thirty-two, and the day of the return of the first above recited writs, came again into Court here the said complainant by his solicitor, and the Sheriff of Baltimore County, Bremen 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 with them and copies left with Mrs. E. Kilcourse, Superintendent of Kelso Home.

Bremen A. Trail.

And at the same time also the Sheriff of Talbot County to whom the second writ aforesaid is directed also came and made return thereof to the Court here in the words following, to wit:

Summoned Marian Gladys Anderson, minor child, and copy left with her. Also summoned Miss Carlotta Bryan, superintendent of Children's Home and copy left with her.

A. R. Carroll, Sheriff
Talbot County.

And thereafter to wit, on the eighteenth day of February, in the year nineteen hundred and thirty-three, the following answer was filed, to wit:

Sarah A. Disharoon et al.	)	No. 4386 Chancery.
vs.	)	In the Circuit Court for Somerset
Adeline Powell Anderson Carolyn Eleanor Anderson and Marian Gladys Anderson	)	County, Maryland.
	)	In Equity.
	)	

To the Honorable, the Judges of said Court:

The infant defendants, Adeline Powell Anderson, Carolyn Eleanor Anderson and Marian Gladys Anderson, by The Salisbury National Bank, a body corporate created by and existing under and by virtue of the laws of the United States of America, legal guardian appointed by the Orphans Court for Somerset County, Maryland, say that for answer to the bill of complaint exhibited against them in the above entitled cause, they being infants cannot admit the matters and facts therein alleged, but require proof thereof, and pray the Court to pass such order in the premises as to it may seem right and proper.

Respectfully submitted,

CORPORATE SEAL

The Salisbury National Bank, Guardian of Adeline Powell Anderson, Carolyn Eleanor Anderson, and Marian Gladys Anderson.

By Howard H. Ruark
Trust Officer.

And thereafter to wit, on the twenty-first day of February, in the year nineteen hundred and thirty-three, the said complainants by their solicitors aforesaid filed in Court here a petition in the words following, to wit:

Sarah A. Disharoon et al.	)	No. 4386 Chancery
vs.	)	In the Circuit Court for Somerset
Adeline Powell Anderson, et al.	)	County, Maryland.
		In Equity.

To the Honorable, the Judges of said Court:

The petition of the complainants respectfully represents that all of the defendants, being infants, have been duly summoned and have answered the bill of complaint through The Salisbury National Bank, a body corporate created by and existing under the laws of the United States of America, their legal Guardian appointed by the Orphans Court for Somerset County, Maryland.

Your complainants therefore prays your Honors to pass an order granting them leave to take testimony before one of the standing examiners of this Court to support the allegations of their bill of complaint.

Respectfully submitted,

Wailes & Robins
Solicitors for Complainants.

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

Ordered, this 21st day of February, 1933, upon the foregoing petition, by the Circuit Court for Somerset County, Maryland, in Equity, that the complainants in the above entitled cause be and they are hereby granted leave to take testimony before one of the standing examiners of this Court in order to support the allegations of their bill of complaint.

Robt. F. Duer

Judge.

And afterwards, to wit, on the thirty-first day of October, in the year nineteen hundred and thirty-three, Harry C. Dashiell, Examiner in Chancery, to whom the papers in the foregoing cause have been delivered to take testimony under the foregoing order, made return thereof to the Court here in the words following, to wit:

Sarah A. Disharoon, et als.	)	No. 4386 Chancery
vs.	)	
Adeline Powell Anderson,	)	
et. als.	)	
	)	

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, a standing examiner of said Court, do hereby certify that at my office in Princess Anne, Maryland, on Tuesday, Octo. 31, 1933, I did take the following depositions, that is to say:

Sarah A. Disharoon, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Sarah A. Disharoon; age 19 years; residence Salisbury, Md. occupation house wife.

Int. 2. Are you acquainted with the parties to this suit and are you related to any of them?

Ans. Yes, my husband and I are complainants, and my sisters are the defendants.

Int. 3. What relation if any was Nathan J. Anderson to you? Is he living or dead and if dead, did he leave a will and did he leave any real estate?

Ans. Nathan J. Anderson was my father. He died on Feby. 9, 1932, and did not leave a will. At the time of his death, he owned a farm, improved a dwelling, barn and out buildings, in West Princess Anne Election District, Somerset County, Maryland, containing approximately 162 7/10 acres, being land that was conveyed to him and Sara H. Anderson by H. Fillmore Lankford, Trustee, by deed dated Feby. 17, 1911, recorded among the Land Records of Somerset County, Maryland. The interest of Sarah H. Anderson in this property was conveyed to Nathan J. Anderson by deed dated Octo 16, 1925.

This farm is worth in my opinion about $6000.00.

Int. 4. Who are Nathan J. Anderson's heirs?

Ans. His wife, who was my mother, died about ten years ago. He left as his only heirs four children- Adeline Powell Anderson; Carolyn Eleanor Anderson, both of whom are under 21 years of age; Adeline is 18 years old and she is now living in Baltimore City, Maryland; Carolyn is 16 years old and resides at Kelso Home in Towson, Baltimore County, Maryland. Another daughter, is Marion Gladys Anderson who is 14 years old and resides at Easton Children's Home, in Easton, Talbott County, Maryland. These three children and I constitute all the heirs.

Int. 5. Please state whether or not in your opinion this real estate is susceptible of partition among the heirs without material loss and injury to them?

Ans. I don't see how it can be divided satisfactory and I think it should be sold.

Int. 6. Who is the legal guardian of your three sisters?

Ans. The Salisbury National Bank, Salisbury, Maryland.

Int. 7. Was the personal estate of your father sufficient to pay his debts?

Ans. Yes, it was more than sufficient. Stanley G. Robins and I were administrators and his

personal estate has been closed for some time.

Court question and answer:

"No".

Test: Harry C. Dashiell. Sarah A. Disharoon.

Less S. Disharoon, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Lee S. Disharoon, age 19 years; residence Salisbury, Maryland; occupation produce buyer.

Int. 2. Do you know the parties to this suit and are you related to any of them?

Ans. I know all the parties to this suit and I am one of the complainants. The three defendants are my sisters in law.

Int. 3. Did you know Nathan J. Anderson in his life time? Did he leave a will? Did he own any real estate at the time of his death, and who are his heirs?

Ans. Yes, I knew him. He died on Feby. 9, 1932. He did not leave a will and he owned approximately 162 7/10 acres of land with improvements thereon in West Princess Anne Election District, in Somerset County, Maryland. He left no widow surviving him and his only heirs are his four daughters, my wife, Sarah A. Disharoon, Adeline Powell Anderson, Carolyn Eleanor Anderson and Marian Gladys Anderson.

Int. 4. Are you acquainted with this real estate and if so, what do you estimate to be its fair present market value? Do you think it can be divided among the heirs without material loss and injury to them?

Ans. I think the farm ought to bring from $5000.00 to $6000.00, and I don't think that the property can be divided satisfactory. In my opinion it will have to be sold and the proceeds divided.

Court question and answer:

"No, I don't think so".

Test: Harry C. Dashiell, Exmr. Lee S. Disharoon.

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

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

Ans. Stanley G. Robins; age 33 years, residence Salisbury, Maryland; occupation attorney at law.

Int. 2. Do you know the parties to this suit and are you related to any of them?

Ans. I know them all except Marian Gladys Anderson. I am not related to any of them.

Int. 3. State whether or not you knew Nathan J. Anderson; and whether or not he left a will?

Ans. I did not know him, but I know that he did not leave a will because one of his daughter, Mrs. Sarah A. Disharoon, and I were administrators of his estate. His personal estate has been finally closed and there was more than sufficient to pay his debts.

Int. 4. Are you acquainted with the real estate involved in this suit and if so, at what do you value it and do you think it can be divided among the heirs without material loss and injury to them?

Ans. Yes, I have been on this farm several times, and have seen a plat showing it outlines. It is partly tillable and partly wooded and it is improved by a dwelling and out buildings. I think that $5000.00 or $6000.00 would be a good price for the farm under present conditions. In my opinion it can not be divided satisfactorily. It seems that it will have to be sold and the proceeds divided among the heirs.

Int. 5. Do you know whether or not the three infant defendants have a legal guardian within the jurisdiction of this Court?

Ans. Yes, The Salisbury National Bank of Salisbury, Maryland, was appointed guardian for the three infant defendants by the Orphan's Court for Somerset County, Maryland.

Court question and answer:

"I believe that is all".

Test: Harry C. Dashiell, Exmr. Stanley G. Robins

There being no further witnesses produced to me to be examined, I herewith at the request of plaintiff's solicitor, return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct. Given under my hand and seal this 31st day of October, nineteen hundred and thirty three.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Bill of Costs:

Harry C. Dashiell Examiner $4.00

And thereafter to wit, on the twenty-fifth day of November, in the year nineteen hundred and thirty-three, the following Order of Court appointing Stanley G. Robins Trustee was filed, to wit:

Sarah A. Disharoon and Lee S. Disharoon, her husband, by Cora E. Disharoon, their next friend,	) No. 4386 Chancery
	) In the Circuit Court for
vs.	) Somerset County, State of
	) Maryland, In Equity.
Adeline Powell Anderson, et al.	)

The proceedings in the above entitled cause having been read and considered, it is thereupon this 25th day of November, 1933, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the property in the proceedings mentioned be sold, and that Stanley G. Robins be and he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties, to be approved by this Court or by the Clerk thereof in a penalty of Six thousand dollars if corporate surety be given, and in the penalty of twelve thousand dollars if personal surety be given, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having given at least three week's notice by advertisement inserted in such newspaper or newspapers published in Somerset County, Maryland, as he shall think proper of the time, place, manner and terms of sale which shall be as follows: one-third cash on day of sale, balance payable in two equal installments of six and twelve months, respectively, after the day of sale, the deferred payments to bear interest from the day of sale, or all cash at the option of the purchaser.

As soon as may be convenient after the sale, the said Trustee shall return to this Court a full and particular report of the proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale and upon obtaining the Court's ratification of the sale and upon the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her, or them sold free, clear and discharged from all claims of the parties hereto, and of those claiming by, from or under them, or either of them, and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of the Court, after deducting the cost of this suit and such commissions to the said Trustee as this Court should think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Robt. F. Duer
Judge.

And thereupon the said Stanley G. Robins Trustee filed in Court here a bond in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS: THAT we, Stanley G. Robins, as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand & 00/100 ($6000.00), Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this fifth day of December, in the year of our Lord one thousand nine hundred and thirty-three.

WHEREAS, the above bounden Stanley G. Robins, by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County dated the twenty-fifth day of November, 1933, mentioned in the proceedings in the case of Sarah A. Disharoon, et al., vs. Adeline Powell Anderson, et al, No. 4386 Chancery, now pending in said Court.

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

Signed, Sealed and delivered		Stanley G. Robins (SEAL)
in the presence of	CORPORATE	UNITED STATES FIDELITY AND GUARANTY COMPANY
Franklin K. Cooper	SEAL	By Laura L. Wailes Attorney-in-fact.

Which said bond was thus thereon endorsed, to wit:

Bond Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the twenty-eighth day of May, in the year nineteen hundred and thirty-eight, 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:

Sarah A. Disharoon, et al.	) No. 4386 Chancery
vs.	) In the Circuit Court for
Adeline Powell Anderson, et al.	) Somerset County and
	State of Maryland.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Stanley G. Robins, Trustee, appointed by a decree of this Court, passed in the above entitled matter, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with surety for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Eastern Shore Republican", a weekly newspaper published in Somerset County, Maryland, once a week for at least three successive weeks before the day of sale, as will appear by reference to the hereto attached certificate of publication of said notice of sale, he did, pursuant to said notice, attend at the front door of the Court House in Princess Anne, Somerset County, Maryland, on the twenty-fourth day of May, 1938, at or about the hour of two o'clock P. M., and then and there offered for sale all that tract or parcel of land situate in West Princess Anne Election District, Somerset County, Maryland, on the Northerly side of and binding upon the Manokin River, and adjoining the lands of Upshur Anderson et al., and containing 162.7 acres, more or less; being designated as Lot No. 1 on plat and certificate attached to and made a part of a deed from Sarah H. Anderson to H. Fillmore Lankford, Trustee, dated February 17, 1911, recorded among the

Land Records of Somerset County, Maryland, in Liber S. F. D. No. 55, folio 565, et seq; and being the same land that was conveyed to Nathan J. Anderson and Sarah H. Anderson by H. Fillmore Lankford, Trustee, by deed dated February 17, 1911, and recorded among the Land Records aforesaid in Liber S. F. D. No. 55, folio 571 et seq., the interest of Sarah H. Anderson in said property having been conveyed unto Nathan J. Anderson by deed dated Ocrober 16, 1925, and recorded among the Land Records aforesaid in Liber W. J. S. No. 92, folio 268; and sold the same to Edgar A. Jones at and for the sum of Seventeen Hundred Dollars ($1700.), he being the highest and best bidder therefor; and the said purchaser will comply with the terms of sale upon final ratification of this report of sale.

Respectfully submitted,

Stanley G. Robins,
Trustee.

STATE OF MARYLAND, WICOMICO COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 27th day of May, in the year Nineteen Hundred and Thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Stanley G. Robins, Trustee 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.

Isabelle R. Johnson SEAL OF
Notary Public NOTARY

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

ORDERED, by the Circuit Court for Somerset County, Maryland, in Equity, this 28th day of May, A. D. 1938, that the sale of the property mentioned in these proceedings, made and reported by Stanley G. Robins, Trustee appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of June, A. D. 1938; 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 25th day of June, A. D. 1938.

The report states the amount of sale to be $1700.00.

J. Millard Tawes
CLERK.

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

ORDERED, by the Circuit Court for Somerset County, Maryland, in Equity, this 29th day of June, A. D. 1938, that the sale made and reported by Stanley G. Robins, Trustee as aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

James M. Crockett
JUDGE.

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

Per: J. Millard Tawes, Clerk.

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Clarence P. Lankford, Ex Parte

Trust created by mortgage from J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard P. Oberrender, Ray Spooner, and August S. Belman to Wallace M. Quinn assigned to Clarence P. Lankford for the purpose of foreclosure.

Be it remembered that heretofore to wit, on the nineteenth day of April, in the year nineteen hundred and thirty-eight, a certain Clarence P. Lankford of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to Wallace M. Quinn by a certain J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard F. Oberrender, Ray Spooner and August S. Behman all of the City of New York and State of New York, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 23rd day of September, in the year nineteen hundred and thirty-two by J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard F. Oberrender, Ray Spooner and August S. Behman all of the City of New York and State of New York.

Whereas the said J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard F. Oberrender, Ray Spooner and August S. Behman are justly and bona fide indebted unto Wallace M. Quinn of Somerset County and State of Maryland, in the full and just sum of Two Thousand Dollars ($2000.00) the same being the balance of the purchase money for the real estate hereinafter described, and have given therefor to the said Wallace M. Quinn their bill obligatory, dated evenly herewith, for said principal sum, payable three years after date, with interest from October 1, 1932, payable semi-annually from that date at the rate of 6% per annum, but with the privilege to the said mortgagors to pay the entire balance due on said mortgage at any time upon giving to said mortgagee thirty days written notice of such purpose; and to further and better secure the payment of which said principal sum, with interest payable as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth that in consideration of the premises and of the sum of five dollars in hand paid, the said J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard F. Oberrender, Ray Spooner and August S. Behman do grant and convey unto the said Wallace M. Quinn, his heirs and assigns, in fee simple, all that farm or tract of land, situate lying and being in Asbury Election District, in Somerset County and State of Maryland, and more fully described as follows, that is to say:

All that farm or tract of land situate as aforesaid, formerly known as the "Michael Somers Farm," now called "Quinn Land" bounded on the north by the county road in said district leading to Byrd's Landing on the East by Ape's Hole Creek, on the south by Pocomoke Sound and on the West by Massey Creek, containing six hundred and forty eight acres of land, more or less, and being the same and all of the land granted unto the said Wallace M. Quinn, under a warrant of resurvey, by patent from the State of Maryland, bearing date the 22nd day of June 1932, and recorded among the patent records of the Land Office of Maryland, in Liber J. S. S. No. 1, folio 401, and being also the same and all of the land which was conveyed unto the said J. Parke Gillespie and the other mortgagors herein by the said Wallace M. Quinn and wife by deed dated and recorded or intended to be recorded simultaneously herewith.

To all of which said records special reference is hereby made for a more accurate description of the property hereby conveyed.

And it is further understood and agreed that this mortgage shall not be deemed to be in default and subject to foreclosure until thirty days after notice of such default shall be given by registered mail addressed to said mortgagors at 225 Broadway, Room 2804, New York City,

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 hereafter 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 J. Parke Gillespie, Arthur H. Haaren, Theirry Mallet, George E. Burghard, Girard F. Oberrender, Ray Spooner and August S. Behman, 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 Harry C. Dashiell, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset county, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be 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 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.

WITNESS the hands and seals of said mortgagors.

Test:	J. Park Gillespie	(SEAL)
M. A. Barre	Arthur H. Haaren	(SEAL)
	Thierry Mallet	(SEAL)
	George E. Burghard	(SEAL)
	Girard F. Oberrender	(SEAL)
	Ray Spooner	(SEAL)
	August S. Behman	(SEAL)

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I hereby certify, That on this 23d day of September, in the year nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of New York, in The City of New York, personally appeared J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard Oberrender, Ray Spooner and August S. Behman the mortgagors named in the foregoing mortgage and did each of them acknowledged the foregoing mortgage to be their act and deed.

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

M. A. Barre SEAL OF
Notary Public NOTARY
M. A. Barre
Notary Public, New York County
N. Y. Co. Clk's No. 56, Reg. No. 4B338
Queen's Co. Clk's No. 513, Reg. No. 2604
Kings Co. Clk's No. 259, Reg. No. 4265
Bronx Co. Clk's No. 24, Reg. No. 114B34
Commission expires March 30, 1934.

State of New York, County of New York, SS: No. 15359 Series D

I, Daniel E. Finn, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That M. A. Barre whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 27 day of Sept. 1932.
(Affidavit of Wallace M. Quinn should have been inserted here.) Daniel E. Finn, Clerk.

Received for Record October 8, 1932, and recorded in Liber J. M. T. No. 103, folio 284, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

For value received, I hereby assign the within mortgage, and the debt thereby secured, to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, and guarantee the payment of the same.

Witness my hand and seal this 19 day of October, in the year nineteen hundred and thirty-two.

Witness: Wallace M. Quinn (SEAL)

Warren F. Sterling.

Filed for Record October 20th, 1932 and recorded in Liber J. M. T. No. 103, folio 284.

Test: J. Millard Tawes, Clerk.

The "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, hereby assigns the within mortgage to Clarence P. Lankford, for the purpose of foreclosure.

Witness the corporate seal of the said the "Bank of Crisfield", a body corporate as aforesaid, and the signature of A. Wellington Tawes, the president thereof, this 28th day of June, in the year nineteen hundred and thirty-seven.

Attest: CORPORATE A. Wellington Tawes
J. Coyne Sterling SEAL President of the "Bank of Crisfield".
Cashier

Filed for Record June 29th, 1937, and recorded in Liber J. M. T. No. 103, folio 285.

Test: J. Millard Tawes, Clerk.

I hereby re-assign the within mortgage to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland.

Witness my hand and seal this 17th day of November, in the year nineteen hundred and thirty-seven.

Witness: Clarence P. Lankford (SEAL)
J. Coyne Sterling

The "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, hereby assigns the within mortgage to Clarence P. Lankford for the purpose of foreclosure.

Witness the corporate seal of the said the "Bank of Crisfield", a body corporate as aforesaid, and the signature of A. Wellington Tawes, the president thereof this 19th day of April, nineteen hundred and thirty-eight.

Attest: CORPORATE A. Wellington Tawes

J. Coyne Sterling SEAL President of the "Bank of Crisfield".
Cashier

Received for Record April 19, 1938, and recorded in Liber J. M. T. No. 113, folio 581, 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, 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 _____ day of April, in the year nineteen hundred and thirty-eight.

Whereas, the above bounden Clarence P. Lankford by virtue of the power and authority contained in a mortgage from J. Parke Gillespie, Arthur H. Haaren, Thierry Mellet, George E. Burghard, Girard P. Oberrender, Ray Spooner and August S. Belman to Wallace M. Quinn, bearing date the 23rd day of September, nineteen hundred and thirty-two, and recorded among the Land Records of said Somerset County in Liber J. M. T. No. 103 folio 284 etc, which said mortgage has been duly assigned by the said Wallace M. Quinn, to the "Bank of Crisfield", a body corporate, and duly assigned by the said the "Bank of Crisfield", a body corporate to the said Clarence P. Lankford for the purpose of foreclosure, per assignments duly recorded among said Land Records, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed, and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said mortgage property.

Now the condition of the above obligation is such, that if the above bounden Clarence P. Lankford shall well and faithfully perform the trust reposed in him by the said mortgage and assignment, 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)

Allison H. Hall. J. Coyne Sterling (SEAL)

A. Wellington Tawes (SEAL)

Which said bond was thus thereon endorsed, to wit:

The within bond approved this 19th day of April, 1938.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex Parte	)	
Trust created by mortgage from J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard P. Oberrender, Ray Spooner, and August S. Belman to Wallace M. Quinn, and assigned by Wallace M. Quinn to the Bank of Crisfield, a body corporate, and by the Bank of Crisfield assignee to Clarence P. Lankford, for the purpose of foreclosure.	)	No. 5148 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, assignee for the purpose of foreclosure of a certain mortgage from J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burchard, Girard P. Oberrender, Ray Spooner and August S. Belman, to Wallace M. Quinn, bearing date the twenty-third day of September, in the year nineteen hundred and thirty-two, and recorded among the Land Records of Somerset County, Maryland, in Liber J. M. T. No. 105 folio 284 etc, and duly assigned by the said Wallace M. Quinn to the Bank of Crisfield, a body corporate, and by the Bank of Crisfield, a body corporate, assigned to the said Clarence P. Lankford for the purpose of foreclosure, and by the said Clarence P. Lankford re-assigned to the said the Bank of Crisfield, a body corporate, and afterwards assigned to the said Clarence P. Lankford for the purpose of foreclosure, by assignments duly recorded among said Land Records, and duly authorized by said mortgage and assignments (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 pre-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 three weeks before the day of sale, he did, pursuant to said notice, attend in front of the BANK OF CRISFIELD, (Down town bank), in the town of Crisfield, Somerset County, in the State of Maryland, on Saturday, the 14th day of May, in the year nineteen hundred and thirty-eight,at or about the hour of 2.30 o'clock P. M., and then 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 assignee offered at public sale to the highest bidder, all that farm, tract or parcel of land situate, lying and being in Asbury Distruct, Somerset County in the State of Maryland, formerly known as the "Michael Somers Farm", now called "Quinn Land", bounded on the North by the County Road leading to Byrd's Landing, on the East by Apes Hole Creek, on the South by Pocomoke Sound, and on the West by Massey's Creek, containing six hundred and forty-eight (648) acres of land, more or less, being the same and all the land granted unto the said Wallace M. Quinn under a warrant of re-survey by patent from the State of Maryland, bearing date the twenty-second day of June, on the year nineteen hundred and thirty-two, and recorded among the Patent Records of the Land Office of Maryland in Liber J. S. S. No. 1 folio 401, and is also all the real estate and premises conveyed unto the said J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard E. Oberrender, Ray Spooner, and August A. Belman by the said Wallace M. Quinn and wife by deed duly recorded among the said Land Records of Somerset County in Liber J. M. T. No. 104 folio 76 etc, and which said real estate is also fully described in said mortgage, whereupon Wallace M. Quinn, of said Somerset County, being the highest and best bidder therefor, became the purchaser thereof, at and for the sum of Two Hundred and fifty Dollars

($250.00), all of which has been paid in full.

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

By the whole amount of sales		$ 250.00
To costs and expenses:		
State and County taxes 1936 and 1937	$ 43.40	
Advertising sale and order nisi	35.00	
Auctioneer	3.00	
Clerk's fees, including record	11.50	
Solicitor, $10.00, Commissions $25.00	35.00	
Balance of this fund to the Bank of Crisfield, assignee, on account of mortgage debt, per mortgage filed in this cause	122.10	$250.00

Statement of mortgage debt, per mortgage filed in this cause:

Amount of mortgage debt	$2,000.00
Interest to May 14th, 1938	238.00
Total mortgage debt, principal and interest	$2,238.00
Less amount realized as above	122.10
Balance owing on said mortgage debt	$2,115.90

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

Clarence P. Lankford

Assignee

State of Maryland, Somerset County, to-wit:

I hereby certify that on this 25th day of May, in the year nineteen hundred and thirty-eight, before me, the subscriber, Clerk of the Circuit Court for Somerset County aforesaid, personally appeared Clarence P. Lankford, the trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported were fairly made.

J. Millard Tawes, Clerk.

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

Clarence P. Lankford, Ex Parte	)
Trust created by mortgage from J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard P. Oberrender, Ray Spooner and August S. Belman to Wallace M. Quinn, and assigned by Wallace M. Quinn to the Bank of Crisfield, a body corporate, and by the Bank of Crisfield assigned to Clarence P. Lankford, for the purpose of foreclosure.	) No. 5148 Chancery) In the Circuit Court for) Somerset County.)))

Ordered by the subscriber, Clerk of the Circuit Court for Somerset County, this 25th day of May, nineteen hundred and thirty-eight, that the sale of property mentioned in these proceedings made and reported by Clarence P. Lankford, Assignee, for the purpose of foreclosure, of a mortgage from J. Parke Gillespie, Authur H. Haaren, Thierry Mallet, George E. Burghard, Girard E. Oberrender, Ray Spooner and August S. Belman to Wallace M. Quinn, and assigned by the said Wallace M. Quinn to the Bank of Crisfield, a body corporate, and assigned by the Bank of Crisfield to Clarence P. Lankford for the purpose of foreclosure, 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 27th day of June, next; provided a copy of this order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 25th day of June next.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on thetwenty-ninth day of June, in the year nineteen hundred and thirty-eight, 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 J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard P. Oberrender, Ray Spooner and August S. Belman to Wallace M. Quinn, and assigned by Wallace M. Quinn to the Bank of Crisfield, and by the Bank of Crisfield assigned to Clarence P. Lankford, for the purpose of foreclosure.	)	No. 5148 Chancery.
	)	In the Circuit Court for
	)	Somerset County.
	)	
	)	
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 29th day of June, nineteen hundred and thirty-eight, that the sale of property mentioned and reported by Clarence P. Lankford, Assignee for the purpose of foreclosure, of a mortgage from J. Parke Gillespie, Arthur H. Haaren, Thierry Mallet, George E. Burghard, Girard E. Oberrender, Ray Spooner and August S. Belman to Wallace M. Quinn, and assigned by Wallace M. Quinn to the Bank of Crisfield, a body corporate, and assigned by the Bank of Crisfield, a body corporate, to Clarence P. Lankford, for the purpose of foreclosure, 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.

"""

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County, on the first Monday in July, being the second day of the same month, in the year of our Lord one thousand nine hundred and twenty-three.

Were present,

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

Charles S. Dryden, Esq., Sheriff and W. Jerome Sterling, Clerk.

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

L. Paul Ewell, Ex parte Trust created by mortgage from William H. Pilchard and wife	Be it remembered that heretofore to wit, on the fourth day of May, in the year nineteen hundred and twenty-three, a certain L. Paul Ewell of Worcester County and State of Maryland, exhibited and filed in the

Circuit Court here, the original of a certain mortgage executed and delivered to George A. Wilford and Harry H. Wilford, partners trading as Chestnut Ridge Lumber Company, by a certain William H. Pilchard and Blanche E. Pilchard, 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 first day of January in the year nineteen hundred and twenty-one, by William H. Pilchard and Blanche E. Pilchard, his wife, of Worcester County, Maryland.

WHEREAS George A. Wilford and Harry H. Wilford, partners trading as Chestnut Ridge Lumber Company, have advanced to the said William H. Pilchard and Blanche E. Pilchard, his wife, as a part of the purchase price of the property hereinafter described and hereby mortgaged, the sum of fourteen thousand dollars ($14,000.00) which is further evidenced by their bill obligatory of even date herewith payable to the mortgagees herein their respective personal representatives or assigns twelve months after date, with interest from date, payable semi-annually, until paid, and to secure the payment of said bill obligatory, principal and interest, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollar ($1.00) the said William H. Pilchard and Blanche E. Pilchard, his wife, do hereby grant and convey unto the said George A. Wilford and Harry H. Wilford, partners trading as Chestnut Ridge Lumber Company, as aforesaid, their respective heirs and assigns, all that farm or tract of land situate, lying and being in Fairmount District of Somerset County, Maryland, on the North side of the Great Annamessex River, containing one hundred and seventy-one and seven-eights (171-7/8) acres of land, more or less, the same being commonly known or called the "Sarah D. Ballard Farm" or by whatever name or names the same may be known or called, being all and the same farm or tract of land granted and conveyed to the said William H. Pilchard and Blanche E. Pilchard, his wife, from J. McFadden Dick and Louise S. Dick, his wife, by deed dated the 31st day of December, 1920, said deed to be recorded among the land records of Somerset County, Maryland, just prior to or simultaneously with this mortgage, reference to said deed and the references therein contained, special reference being hereby made for a more particular description of the property hereby mortgaged.

The mortgagors herein hereby promise, covenant and agree with the mortgagees herein that no trees or timber shall be cut or removed from the premises hereby mortgaged, other than as provided in a written agreement between the parties hereto recorded simultaneously with this mortgage, without the further written consent of the mortgagees herein, their personal representatives or assigns, provided however that the mortgagors herein or the survivor of them or the heirs or assigns of such survivor may cut at any time such trees on the premises, as would not make merchantable timber or staves, necessary for fire wood actually needed on the premises.

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

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Five Thousand dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagees, their respective 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 mortgagees, 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 hands and seals of said mortgagors.

Test: William H. Pilchard (SEAL)

Cynthia Ardis. Blanche E. Pilchard (SEAL)

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I hereby certify, That on this third 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 Worcester County, residing at Pocomoke City, personally appeared William H. Pilchard and Blanche E. Pilchard, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Harry H. Wilford, 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 hereto set my hand and affix my Notarial Seal the day and year last above written.

Cynthia Ardis SEAL OF
Notary Public NOTARY

Received for Record January 3, 1921, and recorded in Liber W. J. S. No. 82, folio 292 &c., one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk.

And thereupon the said L. Paul Ewell, Attorney, filed in Court here a bond in the words following, to wit:

Know all men by these presents, That we, L. Paul Ewell, as principal, and United States Fidelity & Guaranty Company, a corporation, with its principal offices in the City of Baltimore State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars ($2,000.00), current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of May, 1923.

Whereas by mortgage dated December 11, 1920 and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. #82 folios 264 etc., from William H. Pilchard and Blanche E. Pilchard, his wife, to George A. Wilford and Harry W. Wilford, partners trading as Chestnut Ridge Lumber Company, default having been made in the payment of the debt secured thereby the said L. Paul Ewell as attorney named therein for foreclosure has instituted proceedings in the Circuit Court for Somerset County, Maryland, in equity, for the purpose of selling the property described in said mortgage under the powers therein.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden L. Paul Ewell does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virute in law.

Signed, sealed and delivered
in the presence of
Hazel Landing.

L. Paul Ewell (SEAL)
Principal

UNITED STATES FIDELITY & GUARANTY CO.
By L. Paul Ewell

H. M. Walters CORPORATE
Attorneys-in-Fact SEAL
Surety

CORPORATE
SEAL

Which said bond was thus thereon endorsed, to wit:

Bond approved.

W. Jerome Sterling, Clerk.

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

L. Paul Ewell, Ex parte	)	In the Circuit Court for
Trust created by mortgage from William H. Pilchard and Blanche E. Pilchard, his wife, to George A. Wilford and Harry H. Wilford, partners trading as Chestnut Ridge Lumber Company.	)	Somerset County, Maryland.
	)	In Equity.
	)	No. 3632 Chancery.
	)	

To the Honorable, the Judges of said Court:

The report of L. Paul Ewell, attorney named for foreclosure in a mortgage from William H. Pilchard and Blanche E. Pilchard, his wife, to George A. Wilford and Harry H. Wilford, partners trading as Chestnut Ridge Lumber Company dated January 1, 1921, and recorded among the land records of Somerset County, Maryland, in Liber W. J. S. No. 82 folios 292 etc., shows:

That after giving bond with security approved by this Court for the faithful performance of his trust and after having complied with all other prerequisites as required by law and by said mortgage and giving notice of the time, place, manner and terms of sale by advertisement published in the Marylander & Herald a news paper published at Princess Anne, Somerset County, Maryland, for at least twenty (20) days before the day of sale as provided by said mortgage, the said L. Paul Ewell, attorney named in said mortgage for foreclosure, did pursuant to said notice attend at the Court House door in Princess Anne, Somerset County, Maryland, on Friday, June 1, 1923, at the hour of two o'clock in the afternoon and then and there proceeded to sell the said property in the manner following, that is to say, he offered for sale at public auction to the highest bidder the property mentioned in said mortgage described as follows: All that farm or tract of land situate, lying and being in Fairmount District of Somerset County, Maryland, on North side of the Great Annamessex River containing one hundred seventy-one and seven-eights (171-7/8) acres of land, more or less, the same being commonly known or called the Sarah D. Ballard Farm or by whatever name or names the same may be known or called being all and the same farm or tract of land granted and conveyed to the said William H. Pilchard and Blanche E. Pilchard, his wife, from J. McFadden Dick and Louise S. Dick, his wife, and others, by deed dated December 31, 1920 and recorded among the land records of Somerset County, Maryland, and being all and the same tract or parcel of land by said mortgage conveyed and sold the same to George A. Wilford and Harry H. Wilford, partners trading as Chestnut Ridge Lumber Company, at and for the sum of Ten Thousand Dollars ($10,000.00) they being then and there the highest bidders therefor.

And the said L. Paul Ewell, attorney as aforesaid, further reports that he has accepted from the purchasers their obligation for the entire purchase price payable on the ratification of said sale.

Respectuflly submitted,

L. Paul Ewell
Attorney named in mortgage.

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I hereby certify, that on this 5th day of June A. D. 1923, before me, the subscriber, a

Notary Public of the State of Maryland, residing at Pocomoke City, in Worcester County, personally appeared L. Paul Ewell and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge and belief and that the said sale therein reported was fairly made.

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

Cynthia Ardis SEAL OF
Notary Public NOTARY

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

L. Paul Ewell, ex parte	)	In the Circuit Court for
Trust created by mortgage from William H. Pilchard and Blanche E. Pilchard, his wife, to George A. Wilford and Harry H. Wilford, partners trading as Chestnut Ridge Lumber Company.	)	Somerset County, Maryland.
	)	In Equity.
	)	No. 3632 Chancery.
	)	
	)	

ORDERED, this 7th day of June, A. D. 1923, by the Circuit Court for Somerset County, Maryland, in Equity, that the sale of the property mentioned in these proceedings made and ratified by L. Paul Ewell, attorney, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 7th day of July next provided a copy of this order be inserted in some weekly newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 7th day of July next.

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

W. Jerome Sterling
Clerk.

And now at this day to wit, on the 9th day of July, in the year nineteen hundred and twenty-three, comes again into Court here the said Attorney and on motion of the said Attorney the Court here passed the following order, to wit:

ORDERED by the Circuit Court for Somerset County, Maryland, in Equity, this 9th day of July, 1923, that the sale made and reported by L. Paul Ewell, attorney as aforesaid, be and the same is, hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause. And the said L. Paul Ewell, attorney as aforesaid, is allowed the usual commissions and such proper expenses (not personal) as he shall produce vouchers for to the auditor.

Robt. F. Duer
Judge.

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

Per: W Jerome Sterling, Clerk.

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 and J. Millard Tawes, Clerk.

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

L. Creston Beauchamp, Ex Parte Trust created by mortgage from Samuel Handy and wife to I. Henry Hall.	Be it remembered that heretofore to wit, on the ninth day of September, in the year nineteen hundred and thirty-six, a certain L. Creston Beauchamp, of Somerset County and State of Maryland, exhibited

and filed in the Circuit Court here, the original of a certain mortgage executed and delivered to I. Henry Hall by a certain Samuel Handy and Beulah Handy of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 1st day of October, in the year nineteen hundred and twenty-seven, by Samuel Handy and Beulah Handy his wife, of Somerset County, State of Maryland, WITNESSETH:

WHEREAS the said Samuel Handy and Beulah Handy are justly and bona fide indebted to I. Henry Hall of said Somerset County, in the full sum of eight hundred and fifty dollars and have given therefor, their bill obligatory for said principal sum, of even date herewith, payable to the said I. Henry Hall, his personal representatives and assigns, one year after date, with interest from date to better secure the payment of which said sum and interest, when and as the same shall become due and payable, these presents are executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of one dollar, the said Samuel Handy and Beulah Handy, his wife, do grant and convey unto the said I. Henry Hall, his heirs and assigns, all that lot or parcel of land situate in Deals Island Election District, in said Somerset County, containing one-half acre, more or less, lying on the South side of a private road leading from the colored M. E. Church, to the location of the old Wallace store, bounded on the East by the land owned or formerly owned by Charles Anderson, on the South by the land of William E. Harris and Alice Milbourne, and on the West by the land of Melvin White and being the same land that was conveyed to the said Samuel Handy by deed from Thompson A. Wallace and wife, dated May 14, 1927, and recorded among the land records of said Somerset County, in Liber No. 94, folio 326.

To which said deed and all the references therein contained, special reference is hereby made, as part hereof, for a more full and particular description of the land and premises hereby mortgaged.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in 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 Handy and Beulah Handy do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said 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 said Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisidiction 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 eight 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 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: Geo. B. Horner, J. P. Samuel Handy (SEAL)

Beulah Handy (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 1st day of October in the year nineteen hundred and twenty-seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid personally appeared Samuel Handy and Beulah Handy his wife the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed.

In testimony whereof I have hereunto set my hand.

Geo. B. Horner, J. P.

My commission expires May 5th, 1927.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this fourth day of October 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 I. Henry Hall, Mortgage aforesaid and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona as therein set forth. In testimony whereof, I have hereunto set my hand and affixed my Notorial seal.

Anna G. Jones SEAL OF

N. P. NOTARY

Received for Record October 4th, 1927, and recorded in Liber G. W. L. No. 95, folio 284, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

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

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

Test: Elmer Insley I. Henry Hall (SEAL)

Filed for Record September 9th, 1936, and recorded in Liber G. W. L. No. 95, folio 284.

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 I. Henry Hall and R. Mark White, sureties, all of Somerset County, Maryland, are held and firmly bound unto the State of Maryland, in the sum of fifteen hundred dollars to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these present, sealed with our seals and dated this _____ day of September, 1936.

WHEREAS, by mortgage dated the 1st of October, 1927, recorded among the land records of said Somerset County in Liber G. W. L. No. 95, folio 284, a certain Samuel Handy and Beulah Handy, his wife, conveyed to I. Henry Hall 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 5th of September, 1936, the said I. Henry Hall assigned said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell said mortgaged property and is about to exercise the power of sale contained in said mortgage by a sale of said property.

NOW, the condition of the above obligation is such that if the above bound 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 mortgage 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

R. Mark White (SEAL)

Test:

I. Henry Hall (SEAL)
Sureties

as to I. Henry Hall.

Hattie Pusey.

Which said bond was thus thereon endorsed, to wit:

The within bond approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the thirteenth day of October, in the year nineteen hundred and thirty-six, the said L. Creston Beauchamp, 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. 4914 Chancery
Trust created by mortgage from Samuel Handy and wife to I. Henry Hall.	)	In the Circuit Court for Somerset County, Maryland.
	)	

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

The report of L. Creston Beauchamp, assignee for the purpose of foreclosure of a mortgage from Samuel Handy and Beulah Handy, his wife, to I. Henry Hall, dated the first of October, 1927, recorded among the land records of said Somerset County in Liber G. W. L. No. 95, folio 284, assigned to the said L. Creston Beauchamp by assignment dated the fifth of September, 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 in the Marylander and Herald, a weekly newspaper published in said county and by handbill posted at the Court House door in Princess Anne, Maryland, he did, in pursuance of said notice, attend at said Court House door on Tuesday, October sixth, 1936, at or about the hour of 1.50 o'clock P. M., and then and there proceeded to sell at public auction the following described property, conveyed by said mortgage:

He offered all that lot or parcel of land situate, lying and being in Deal's Island Election District, Somerset County, Maryland, lying on the south side of a private road leading from the colored M. E. Church to the location of the old Wallace store, bounded on the east by the land formerly owned by Charles Anderson, on the south by the land of William Harris and Alice Milbourh, and on the west by the land of Melvin White, and containing one-half acre, more or less, which was conveyed to the said Samuel Handy by Thompson A. Wallace and wife by deed dated the 14th of May, 1927, recorded among said land records in Liber No. 94, folio 326, and improved by a dwelling, and sold the same to I. Henry Hall, he being 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 trustee.

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

Whole amount of sale		$ 250.00
Costs, as taxes by Clerk	$ 21.00	
Advertising Sale and Order Nisi	22.75	
Auctioneer	2.00	
State and County taxes, 1935-6	4.42	
Commissions, per Chancery rule	25.00	75.17
		174.83

To I. Henry Hall, mortgagee	$ 850.00	
Interest to day of sale	459.00	1309.00
Balance due mortgagee		1134.17

And the assignee and trustee 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 13th day of October, 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 proceeds therein were fairly made.

J. Millard Tawes

Clerk of Circuit Court.

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

L. Creston Beauchamp, Ex parte.	) No. 4914 Chancery
Trust created by mortgage from Samuel Handy and wife to I. Henry Hall.	) In the Circuit Court for
	) Somerset County, Maryland.
	)

In the above entitled cause it is, this 13th day of October, 1936, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that the report of L. Creston Beauchamp, assignee and trustee mentioned in the report of sale therein, and the sale of real estate therein 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 17th day of November, 1936; provided a copy of this order nisi be inserted in some newspaper published in said Somerset County once in each of three successive weeks before the 16th day 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 twenty-fifth day of November, 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:

L. Creston Beauchamp, Ex parte	) No. 4914 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 25th day of November, 1936, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of sale of L. Creston Beauchamp, assignee and 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

""

In the matter of the tax sale of real estate in West Princess Anne Election District, Somerset County, Maryland, assessed to George Curtis for 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of said Somerset County. Morris H. Adams, 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 West Princess Anne Col-

lection 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 the matter of the tax sale of real estate in West Princess Anne Election District, Somerset County, Maryland, assessed to George Curtis for 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of said Somerset County. Morris H. Adams, Purchaser.	No. 4915 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 Curtis in West Princess Anne Election District, Somerset County, Maryland, the sum of one dollar 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 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, 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, 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 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, 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 Curtis in West Princess Anne Election District, Somerset County, Maryland, the sum of one dollar and thirteen cents state taxes, and seven dollars and eighty-eight 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 County Treasurer and Collector as aforesaid, did give notice of said annual levy by adverrisement 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 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 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 appeareed 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 George Curtis in West Princess Anne Election District, Somerset County, Maryland, the sum of 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 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, and the Crisfield Times, published in Crisfield, 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 1930, 1931 and 1932 being still due and

in arrears constituted a lien upnn the real estate of the said George Curtis 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 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 as aforesaid, in pursuance of said notice and advertisement, did, 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, proceed to sell at public auction for cash all that lot or parcel of land, being the real estate assessed to the said George Curtis in West Princess Anne Election District, Somerset County, Maryland, described as follows:

No. 19. All that lot and improvements in West Princess Anne Election District, Somerset County, Maryland, in Greenwood, on the county road and the rail road, adjoining the lands of John Bacon and Heck Corbin, and assessed to George Curtis (spelled Custis) for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years, and sold the same to Morris H. Adams, he being then and there the highest bidder therefor, at and for the sum of sixty-seven dollars and seventy-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 the said sale and 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 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" as 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 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 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 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. 19. All that lot and improvements in said district, county and state, in Greenwood, on the county road and on the rail road, adjoining the lands of John Bacon and Heck Corbin, and assessed to George Custis (meaning George Curtis) for 1928, 1929, 1930, 1931 and 1932, and sold for taxes due for said years.

CARLOS BOZMAN

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 West Princess Anne Election District, Somerset County, Maryland, assessed to George Curtis for 1930, 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4915 Chancery
	)	In the Circuit Court for
	)	Somerset County,
	)	Maryland.
Morris H. Adams, 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 4th, 1935, of land in West Princess Anne Election District, Somerset County, Maryland, in Greenwood, on the county road and the rail road, between the lands of John Bacon and Heck Corbin, and assessed to George Curtis for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of sixty-seven dollars and seventy-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 ninth 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 10th 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 $67.77.

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 Marylander and Herald, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisis, and no objection 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 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.

" " " "

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 and 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 Perry Dashiell for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said years, George P. Parsons and Harding P. Tull partners trading as G. P. Parsons and Company, purchasers, Ex parte	Be it remembered that heretofore, to wit, on the thirty-first day of October, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and County taxes for the Third Collection District of

Somerset County for the years 1930, 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 Perry Dashiell for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said years, George P. Parsons and Harding P. Tull partners trading as G. P. Parsons and Company, purchasers, Ex parte	No. 4942 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 said county, respectfully represents:

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 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 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 Perry Dashiell in Brinkley's Election District, County and State aforesaid, the sum of six dollars and eighty four cents, county taxes and the sum of one dollar and 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, in the Marylander and Herald, and in 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 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-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 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 Perry Dashiell in Brinkley's Election District, County and State aforesaid, the sum of seven dollars and eighteen cents, county taxes and the sum of one dollar and 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, in the Marylander and Herald, and in 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 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-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 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 Perry Dashiell in Brinkley's Election District, County and State aforesaid, the sum of six dollars and fifty six cents, county taxes and the sum of one dollar and 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, in the Marylander and Herald, and in 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 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 years 1930, 1931 and 1932, being still due and owing and in arrears constituted a lien upon the real estate of the said Perry Dashiell 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 Somerset County, having found it necessary to enforce the payment of said taxes for the years 1928, 1929, 1930, 1931 and 1932, 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 but after publication of said notice as aforesaid, but before the sale thereof the said Perry Dashiell paid the taxes on said property for said years 1928 and 1929 but failed to pay or redeem the said taxes for the years 1930, 1931 and 1932; and I the said Carlos Bozman, County Treasurer and Collector aforesaid in pursuance of said advertisement and notice did on Wednseday July 3, 1935, 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 in Brinkley's Election District, county and state aforesaid, assessed to the said Perry Dashiell for said years 1930, 1931 and 1932, containing eleven acres, more or less, located on the State road adjoining the lands of S. Dougherty, William Milbourn and Lambert Cane, and sold the same to George P. Parsons and Harding P. Tull, partners trading as G. P. Parsons and Company, they being then and there the highest bidders therefor at and for the sum of thirty dollars and seventy nine cents, which they have 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 29th day of October, nineteen hundred and thirty-six, 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 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 not due and in arrears for said years, together with the interest and cost.

No. 28. All that lot in said district, county and state, containing 11 acres, more or less, on the state road, adjoining the lands of S. Dougherty, Wm. Milbourn and Lambert Cane, and assessed to Perry Dashiell 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 Miles, Speights & Company, 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 for said years, G. P. Parsons and Harding P. Tull, partners trading as G. P. Parsons and Company, purchasers, Ex parte.	)	No. 4942 Chancery In the Circuit Court for Somerset County, Maryland.

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 eleven acres, more or less, located on the State road adjoining the lands of S. Dougherty, William Milbourn and Lambert Cane, and assessed to Perry Dashiell for the years 1930, 1931 and 1932, made to George P. Parsons and Harding P. Tull, partners trading as G. P. Parsons and Company, at and for the sum of thirty dollars and seventy 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 having been complied with.

It is thereupon this 31st day of October, nineteen hundred and thirty-six, 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 2nd day of January, 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 4th day of January, 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 dollars and seventy nine cents.

James M. Crockett
Judge.

And now at this day to wit, on the eighteenth 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:

In the matter of the tax sale of real estate in Brinkley's Election District assessed to Perry Dashiell for the years 1930, 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said years, George P. Parsons and Harding P. Tull partners trading as G. P. Parsons and Company, purchasers, Ex parte.	) No. 4942 Chancery) In the Circuit Court) for Somerset County,) 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 said sale and no cause to the contrary having been shown, it is hereby ordered this 18th day of January, 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 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.

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.

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

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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 Westover Election District, Somerset County, Maryland, assessed to Levin H. Waters heirs, 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.	No. 4928 Chancery In the Circuit Court for Somerset County, Maryland.
W. Clyde Ford, Purchaser.	

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 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 Levin H. Waters heirs in Westover Election District, said Somerset County, the sum of four dollars and six cents, state taxes and twenty-six 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 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 Levin H. Waters heirs in Westover Election District, Somerset County, Maryland, the sum of four dollars and six cents state taxes, and sixteen dollars and twenty-five 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, 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 Levin H. Waters heirs, in Westover 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 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, tract or parcel of land, being the real estate assessed to Levin H. Waters heirs, in Westover Election District, said Somerset County, and described as follows:

No. 64. All that lot in Westover Election District, Somerset County, Maryland, containing 6 acres, more or less, with the improvements thereon, on the county road, adjoining the lands of Charles Johnson, T. J. Furniss, and assessed to Levin H. Waters heirs for 1931 and 1932, and sold for taxes due for said years, and sold the same to W. Clyde Ford, he being then and there the highest bidder therefor, at and for the sum of eighty-one dollars and fifty 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 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 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 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 costs.

No. 64. All that lot in said district, county and state, containing 6 acres, more or less, with the improvements thereon, on the county road, adjoining the lands of Charles Johnson and T. J. Furniss, and assessed to Levin H. Waters heirs 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 Westover Election District, Somerset County, Maryland, assessed to Levin H. Waters heirs for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	) No. 4928 Chancery) In theCircuit Court for) Somerset County, Maryland.
W. Clyde Ford, 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 31st, 1935, of land in Westover Election District, said county and state, containing 6 acres, more or less, on the county road and adjoining the lands of Charles Johnson and T. J. Furniss, and assessed to Levin H. Waters heirs for 1931 and 1932, made to W. Clyde Ford at and for the sum of eighty-one 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 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 fifth 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 $81.50.

James M. Crockett
Judge.

And now at this day to wit, on the thirteenth 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 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 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.

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In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to Mrs. David M. 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.	) 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, Col-) lector of state and county taxes for) the Seventh 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 Crisfield Election District, Somerset County, Maryland, assessed to Mrs. David M. 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. 4983 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 reporesents:

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 elections 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 Mrs. David M. Nelson in Crisfield Election District, said Somerset County, the sum of two dollars and seventy-six cents state taxes and nineteen dollars and thirty-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 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, 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 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 Mrs. David M. Nelson in Crisfield Election District, said Somerset County, the sum of two dollars and seventy-six cents, state taxes and seventeen dollars and sixty-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 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 Mrs. David M. Nelson, in said Crisfield Election District, and the said Carlos Bozman, then 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 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, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Monday, July 29th, 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. David M. Nelson in said Crisfield Election District, as follows:

No. 90. All that lot in Crisfield Election District, Somerset County, Maryland, size 100 by 150 ft., on Somerset Ave. and Cove St., in Crisfield, adjoining the lands of Len Tawes, and assessed to Mrs. David M. Nelson 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 bidders therefor, at and for the sum of fifty-four dollars and forty 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 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 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 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 Monday, July 29th, 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 Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land, for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and costs.

No. 90. All that lot, 100 by 150 feet, on Somerset Ave. and Cove St., in Crisfield, adjoining the land of Len Tawes, and assessed to Mrs. David M. Nelson 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 Crisfield Election District, Somerset County, Maryland, assessed to Mrs. David M. Nelson, for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	) No. 4983 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

July 29th, 1935, of land in Crisfield Election District, size 100 ft. by 150 ft. on Somerset Ave. and Cove St., in Crisfield, adjoining the lands of Len Tawes, and assessed to Mrs. David M. Nelson for 1931 and 1932, made to the County Commissioners of Somerset County for the sum of fifty-four dollars and forty 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 day 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 10th 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 $54.40.

James M. Crockett
Judge.

And now at this day to wit, on the thirteenth 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 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 13th 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 Guy W. Garrison 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 sixth day of January, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for the Eighth 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 Lawson's Election District, Somerset County, Maryland, assessed to Guy W. Garrison 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. 4984 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 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 Guy W. Garrison in Lawson's Election District, said Somerset County, the sum of one dollars and no cents state taxes and seven 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 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, 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 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 Guy W. Garrison in Lawson's Election District, said Somerset County, 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, persons or corporate institution, or to the agent of the person, persons or corpo-

rate 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 Guy W. Garrison in said Lawson's Election District, and I, the said Carlos Bozman, then 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 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, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Wednesday, July 10 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 Guy W. Garrison in said Lawson's Election District, as follows:

No. 52. All that tract of woodland in Lawson's Election District, Somerset County, Maryland, on the railroad, adjoining the lands of H. Henry. Thos. Long and H. G. Price, and assessed to Guy Garrison 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 seventy-five dollars and sixty 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 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 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 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 10, 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 interest and costs.

No. 52. All that tract of woodland in said district, county and state, on the railroad, adjoining the lands of H. Henry, Thomas Long and H. G. Price, and assessed to Guy Garrison 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 Lawson's Election District, Somerset County, Maryland, assessed to Guy W. Garrison for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	) No. 4984 Chancery) In the Circuit Court for
The County Commissioners of Somerset County, Maryland. Purchaser.	) 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 10th, 1935, of woodland in Lawson's Election District, on the railroad, adjoining the lands of H. Henry, Thos. Long and H. G. Price, and assessed to Guy W. Garrison for 1926, 1927, 1928, 1929, 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of seventy-five dollars and sixty 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 10th 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 $75.60.

James M. Crockett,
Judge.

And now at this day to wit, on the thirteenth 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 13th 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.

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Clarence P. Lankford, Ex parte Trust created by mortgage from Roberts Tull to the Bank of Crisfield, a body corporate	Be it remembered that heretofore to wit, on the eighth day of January, 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, a certified copy of a certain mortgage executed and delivered to Bank of Crisfield by a certain Roberta Tull of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this second day of February, in the year nineteen hundred and thirty-three, by Roberta Tull, of Somerset County, in the State of Maryland:

Whereas, the said Roberta Tull 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 Hundred Twenty-five Dollars ($125.00), and has executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, her promissory note for said sum of One hundred twenty-five Dollars ($125.00), 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 Roberta Tull has agreed to execute this mortgage.

Now therefore this Mortgage witnesseth, that in consideration of the premises the said Roberta Tull has granted and by these presents do grant and convey unto the said the "Bank of Crisfield", a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, in the State of Maryland, being the same and all the real estate and premises conveyed unto the said Roberta Tull by Sallie A. Elliott by deed bearing date the third day of April, in the year nineteen hundred and five, and recorded among the Land Records of said Somerset County in Liber O. T. B. No. 40 folio 316 etc, and is also all the real estate and premises conveyed unto the said Sallie A. Elliott by Southey Sterling and Mary E. Sterling, his wife, by deed bearing date the eighteenth day of November, in the year eighteen hundred and ninety-nine, and recorded among said Land Records in Liber O. T. B. No. 28 folio 22, and is also described in a deed to the said Mary E. Sterling from Robert W. Elliott and wife, bearing date the fourth day of August, in the year eighteen hundred and ninety-three, and recorded among said Land Records in Liber H. F. L. No. 13 folio 210, 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 Mortgagor shall well and truly pay unto the said Mortgagee, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said promissory note, and shall perform all the covenants herein on her part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public dues and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Roberta Tull does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable;

and it shall be lawful for the said Mortgagee, its successors or assigns, or Clarence P. Lankford, its and their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset county, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making 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 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 hundred twenty-five dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, 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: Roberta Tull Her X Mark (SEAL)

Myrtle V. Gorsuch.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 2nd day of February, in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Roberta Tull, the mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, president of the "Bank of Crisfield", the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the

foregoing mortgage is true and bona fide as therein set forth.

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

Myrtle V. Gorsuch SEAL OF
Notary Public NOTARY

Received for Record February 3, 1933, and recorded in Liber J. M. T. No. 103, folio 360, 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, all of Somerset County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of one thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 7th day of January, 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 Roberta Tull to the Bank of Crisfield, a body corporate, dated the second day of February, in the year nineteen hundred and thirty-three, and recorded among the Land Records of said Somerset County in Liber J. M. T. No. 103 folio 360 etc, is authorized upon default to sell the real estate in said mortgage mentioned and conveyed; and whereas, default has occurred under the terms and conditions of said mortgage, and the said Clarence P. Lankford is about to exercise the power of sale in said mortgage contained by a sale of said mortgaged property.

Now the condition of the above obligation is such that if the above bounden Clarence P. Lankford do and shall well and faithfully perform the trust reposed in him by the said mortgage, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity, in relation to the said 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:

Merrill O. Byrd. Clarence P. Lankford (SEAL)
J. Coyne Sterling (SEAL)
A. Wellington Tawes (SEAL)

Which said bond was thus thereon endorsed, to wit:

The foregoing bond approved this 8th day of January, nineteen hundred and thirty-seven.

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of February, 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. 4987 Chancery
Trust created by mortgage from Roberta Tull to the "Bank of Crisfield", a body corporate	)	In the Circuit Court
	)	for Somerset County.
	)	

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

The report of Clarence P. Lankford, Attorney named in a mortgage from Roberta Tull to the "Bank of Crisfield", a body corporate existing under the laws of the State of Maryland, bearing date the second day of February, in the year nineteen hundred and thirty-three, and recorded

among the Land Records of said Somerset County in Liber J. M. T. No. 103 folio 360 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 30th day of January, in the year nineteen hundred and thirty-seven, at or about the hour of 2.30 o'clock P. M., and then and there proceed 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 the Town of Crisfield, Somerset County, in the State of Maryland, on the West side of Second Street, being the same and all the real estate and premises conveyed unto the said Roberta Tull by Sallie A. Elliott by deed bearing date the third day of April, in the year nineteen hundred and five, and recorded among said Land Records in Liber O. T. B. No. 40 folio 316 etc, and is also all the real estate and premises conveyed unto the said Sallie A. Elliott by Southey Sterling and Mary E. Sterling, his wife, by deed bearing date the eighteenth day of November, in the year eighteen hundred and ninety-nine, and recorded among said Land Records in Liber O. T. B. No. 28 folio 22 etc, and is also described in a deed to the said Mary E. Sterling from Robert Elliott and wife bearing date the fourth day of August, in the year eighteen hundred and ninety-three, and recorded among said Land Records in Liber H. F. L. No. 13 folio 219 etc, and which said property is also fully described in said mortgage, whereupon Olin L. Daugherty and Elliott Ward, partners trading as Daugherty and Ward, of said Somerset County, being the highest and best bidders therefor, became the purchasers thereof, at and for the sum of One Thousand and twenty-five dollars ($1,025.00) and said purchasers have complied with the terms of said sale to the satisfaction of your Attorney.

And your Attorney prays the ratification of his said proceedings, and of the 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 9th day of February, 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 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	)	No. 4987 Chancery
Trust created by mortgage from Roberta Tull to the "Bank of Crisfield", a body corporate.	)	In the Circuit Court for Somerset County.
	)	
	)	

Ordered by the Clerk of the Circuit Court for Somerset County, this 9th day of February 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 Roberta Tull to the

Bank of Crisfield, a body corporate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of March next; provided a copy of this order be inserted in some newspaper published in Somerset County, Maryland, once in each of three successive weeks before the 8th day of March, 1937.

The report states the amount of sales to be $1,025.00.

J. Millard Tawes, Clerk.

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 Attorney and on motion of the said Attorney the Court here passed the following order, to wit:

Clarence P. Lankford, Ex parte	)	No. 4987 Chancery
Trust created by mortgage from Roberta Tull to the Bank of Crisfield, a body corporate	)	In the Circuit Court for Somerset County.
	)	

Ordered by the Circuit Court for Somerset County, in Equity, this 16th day of March, 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 Roberta Tull to the Bank of Crisfield, a body corporate, be and the same are, hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause.

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 Crisfield Election District, Somerset County, Maryland, assessed to Mrs. L. Dow Evans Est. 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 December, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the Seventh 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 Crisfield Election District, Somerset County, Maryland, assessed to Mrs. L. Dow Evans Est. 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. 4973 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 June 29th, 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 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 alphebically 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 Mrs. L. Dow Evans Est., in Crisfield Election District, said Somerset County 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 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 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 June 30th, 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 Com-

missioners, 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 Mrs. L. Dow Evans Est., in Crisfield 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 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 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 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Mrs. L. Dow Evans Est., in Crisfield 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 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 that the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement did, on Monday, July 29, 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 Mrs.L. Dow Evans Est., in Crisfield Election District, said Somerset County, described as follows:

No. 32. All that lot in Crisfield Election District, Somerset County, Maryland, size 200 by 400 ft. on Walnut St., in Crisfield and the improvements, adjoining the lands of Wm. Charnock, A. R. Crockett's heirs and Tuchton heirs, and assessed to Mrs. L. Dow Evans Est. for 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of said Somerset County for the sum of seventeen 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 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 23rd day of December, 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 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 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 Monday, July 29, 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 in Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with the interest and costs.

No. 32. All that lot in Crisfield Election District, Somerset County, Maryland, size 200 by 400 ft., and improvements, on Walnut St., in Crisfield, adjoining the lands of Wm. Charnich, A. R. Crockett's heirs and Tuchton heirs, and assessed to Mrs. L. Dow Evans Est. 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 Crisfield Election District, Somerset County, Maryland, assessed to Mrs. L. Dow Evans Est. for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4973 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 Treeasurer and Collector of state and county taxes for Somerset County, Maryland, relating to the sale on July 29, 1935, of land in Crisfield Election District, said Somerset County, size 200 by 400 ft. and improvements, on Walnut St., in Crisfield, adjoining the lands of Wm. Charnick, A. R. Crockett's heirs and Tuchton heirs, and assessed to Mrs. L. Dow Evans Est. for 1931 and 1932, made to the County Commissioners of said Somerset County for the sum of seventeen 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 23rd day of December, 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 25th day of January, 1937, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 1st day of 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 $17.18.

James M. Crockett,
Judge.

And now at this day to wit, on the twenty-seventh day of May, in the year hineteen 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 objections having been filed and no cause to the contrary having been shown, it is this 27th day of May, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Courr 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 Crisfield Election District, Somerset County, Maryland, assessed to Charles T. Lloyd and wife, Sarah M. for 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 December, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the Seventh Collection District of Somerset County for the year 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 Crisfield Election District, Somerset County, Maryland, assessed to Charles T. Lloyd and wife, Sarah M. for 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somers et County. The County Commissioners of Somerset County, Maryland. Purchaser.	No. 4974 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 30th of June, 1932, 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 of Charles T. Lloyd and wife, Sarah M., in Crisfield Election District, said Somerset County, the sum of one dollars and seventy-eight cents state taxes, and twelve dollars and forty-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 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, 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 year 1932 being still due and in arrears constituted a lien upon the real estate of the said Charles T. Lloyd and wife Sarah M. in Crisfield Election District, said Somerset County, 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 year 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, 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 Monday, July 29th, 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 Charles T. Lloyd and wife, Sarah M., in Crisfield Election District, Somerset County, Maryland, described as follows:

No. All that lot in Crisfield Election District, Somerset County, Maryland, size 46 by 143 ft., and improvements, on N. Fourth St., adjoining the lands of Charles Matthews and Kinsey Brown, and assessed to Charles T. Lloyd and wife, Sarah M., for 1932, and sold for taxes due for said year, and sold the same to The County Commissioners of Somerset County, Maryland, at and for the sum of eighteen dollars and sixty-seven cents, they being then and there the highest bidders therefor, which said sum has been paid, and a copy of said advertisement is herewith filed as a part of thir 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 23rd day of December, 1936, before me the subscriber, a Justice of the Peace of the State of Maryland, in and 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 knowledged 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 Monday, July 29, 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 Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and cost.

No. 75. All that lot, size 46 by 143 feet, and improvements on North 4th St., adjoining the lands of Charles Matthews and Kinsey Brown, and assessed to Charles T. Lloyd and wife, Sarah M., for 1932, and sold for taxes due for said year.

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 Crisfield Election District, Somerset County, Maryland, assessed to Charles T. Lloyd and wife, Sarah M., for 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. 4974 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 29, 1935, of land in Crisfield Election District, Somerset County, Maryland, size 46 by 143 feet on N. Fourth St., adjoining the lands of Charles Matthews and Kinsey Brown, assessed to Charles T. Lloyd and wife, Sarah M., for 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of eighteen dollars and sixty-seven cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and it appearing that all the provisions of law in relation thereto have been complied with;

It is thereupon, this 23rd day of December, 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-fifth day of January, 1937, 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 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 $18.67.

James M. Crockett

Judge.

And now at this day to wit, on the twenty-seventh 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 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, this 27th day of May, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Crisfield, Election District, Somerset County, Maryland, assessed to James O. Wilson for 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 December, in) the year nineteen hundred and thirty-six,) a certain Carlos Bozman, Collector of) state and county taxes for the Seventh) Collection District of Somerset County) for the year 1932, by L. Creston Beau-

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

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to James O. Wilson for 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. 4975 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 30th of June, 1932, 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 of James O. Wilson in Crisfield Election District, said Somerset County, 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 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 ih 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, 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 year 1932 being still due and in arrears constituted a lien upon the real estate of the said James O. Wilson in Crisfield Election District, said Somerset County, 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 year 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, 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 Monday, July 29th, 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 James O. Wilson in Crisfield Election District, Somerset County, Maryland, described as follows:

No. 145. All that lot in Crisfield Election District, Somerset County, Maryland, size 100 by 200 ft. and improvements thereon, adjoining the lands of the Woodlawn Development Co., Norman Tawes, Gus Ward's heirs and Charles Wilson, and assessed to James O. Wilson for 1932, and sold for taxes due for said year, 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 nine dollars and eighty 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 23rd day of December, 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 knowledged 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 virtue of the provisions of the General Assembly of Maryland, I hereby give notice that on Monday, July 29, 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 Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with interest and cost.

No. 145. All that lot, size 100 by 200 ft., and improvements, adjoining the lands of the

Woodlawn Development Co., Norman Tawes, Gus Ward's heirs and Charles Wilson, and assessed to James O. Wilson for 1932 and sold for taxes due for said year.

CARLOS BOZMAN

County Treasurer.

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

In the matter of the tax sale of real estate in Crisfield Election District, Somerset County, Maryland, assessed to James O. Wilson for 1932, reported by Carlos Bozman, County Treasurer, and Collector of state and county taxes for said Somerset County.	No. 4975 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 29, 1935, of land in Crisfield Election District, said Somerset County, size 100 by 200 feet, and improvements, adjoining the lands of the Woodlawn Development Co., Norman Tawes, Gus Ward's and Charles Wilson, and assessed to James O. Wilson for 1932, made to the County Commissioners of said Somerset County for the sum of nine dollars and eighty 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 December, 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 25th of January, 1937, 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 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 $9.80.

James M. Crockett
Judge.

And now at this day to wit, on the twenty-seventh day of May, 1937, comes again into Court here the said Collector by his solicitor aforesaid and on the 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 this 27th day of May, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Crisfield Election District, Somerset County, Maryland, assessed to Aaron S. Thomas 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 December, in the year nineteen hundred and thirty-six, a certain Carlos Bozman, Collector of state and county taxes for the Seventh 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 Crisfield Election District, Somerset County, Maryland, assessed to Aaron S. Thomas 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. 4977 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 June 29th, 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 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 Aaron S. Thomas in Crisfield Election District, said Somerset County the sum of two dollars and five cents state taxes, and fourteen 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 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 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 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 June 30th, 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 Aaron S. Thomas in Crisfield Election District, Somerset County, Maryland, the sum of two dollars and five cents state taxes and thirteen dollars and twelve cents county state 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 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 1931 and 1932 being still due and in arrears constituted a lien upon the real estate of the said Aaron S. Thomas in Crisfield 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 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 that the said Carlos Bozman, Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement did, on Monday July 29, 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 Aaron S. Thomas in Crisfield Election District, said Somerset County, described as follows:

No. 128. All that lot in Crisfield Election District, Somerset County, Maryland, siez 32 by 150 feet, and improvements, on the rail road, adjoining the lands of Paul Cullen and Jerome Byrd, and assessed to Aaron S. Thomas 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 forty-one dollars and twenty-two cents, noe 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 23rd day of December, 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 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 Monday, July 29, 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 in Crisfield Election District, Somerset County, Maryland, hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with the interest and costs.

No. 128 All that lot in Crisfield Election District, Somerset County, Maryland, size 32 by 150 ft., and improvements, on the rail road, adjoining the lands of Paul Cullen and Jerome Byrd, and assessed to Aaron S. Thomas 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 Crisfield Election District, Somerset County Maryland, assessed to Aaron S. Thomas for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	No. 4977 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 29, 1935, of land in Crisfield Election District, said Somerset County, size 32 by 150 feet, and improvements, on the railroad, adjoining the lands of Paul Cullen and Jerome Byrd, and assessed to Aaron S. Thomas for 1931 and 1932, made to the County Commissioners of said Somerset County for the sum of forty-one dollars and twenty-two 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 December, 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 25th of January, 1937, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before the 1st day of 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 $41.22.

James M. Crockett
Judge.

And now at this day to wit, on the twenty-seventh 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 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, this 27th day of May, 1937, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Lawson's Election District, Somerset County, Maryland, assessed to Walter W. Walston 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 Eighth

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 Lawson's Election District, Somerset County, Maryland, assessed to Walter W. Walston 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. 4990 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 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 of Walter W. Walston in Lawson's Election District, said Somerset County, 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 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 Walter W. Waltson in Lawson's Election District, 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 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 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, 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 Walter W. Walston 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 Walter W. Walston in Lawson's Election District, said Somerset County, described as follows:

No. 156. All that that lot and improvements in Lawson's Election District, Somerset County, Maryland, on the county road, adjoining the lands of L. J. Walker, and assessed to Walter W. Walston 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 the highest bidders therefor, at and for the sum of twenty-six dollars and eighty-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 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:

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, 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 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. 156. All that lot and improvements in said district, county and state on the county road, adjoining the land of L. J. Walker, and assessed to Walter W. Walston 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's Election District, Somerset County, Maryland, assessed to Walter W. Walston for 1931 and 1932, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 4990 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, Somerset County, Maryland, on the county road adjoining the lands of J. L. Walker, and assessed to Walter W. Walston for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of twenty-six dollars and eighty-eight cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and it appearing that all the provisions of law in relation thereto have been com-

plied 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 $26.88.

James M. Crockett
Judge.

And now at this day to wit, on the twenty-sixth day of May, 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 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 26th 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 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 George H. Walston, 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 County Commissioners of said Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit, on the third day of March, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for the Fifteenth 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 George H. Walston 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. County Commissioners of said Somerset County, Maryland. Purchaser.	No. 5012 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, County 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 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 George H. Walston in East Princess Anne Election District, said Somerset County, 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 1st, 1932;

That in the month of August, 1931, the said Harry E. Muir, then Treasurer and Collector 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 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, 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 assessed to George H. Walston in East Princess Anne Election District, Somerset County, Maryland, 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 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 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 ascertaining by him on or before the first day 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 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 con stituted a lien upon the real estate of the said George H. Walston 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 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 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 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 tract of land, being the real estate assessed to George H. Walston in East Princess Anne Election District, Somerset County, Maryland, as follows:

No. 81. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Dick Jones and Cohn & Bock, and assessed to George H. Walston 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, a body corporate, it being then and there the highest bidder therefor, at and for the sum of one hundred and eleven 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, County Treasurer and Collector as aforesaid, hereby reports said sale and proceedings 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 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 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, together with interest and costs.

No. 81. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, adjoining the lands of Dick Jones and Cohn & Bock, and assessed to George H. Walston 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 East Princess Anne Election District, Somerset County, Maryland, assessed to George H. Walston for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 5012 Chancery In the Circuit Court for Somerset County, Maryland.
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, and improvements, adjoining the lands of Dick Jones and Cohn & Bock, and assessed to George H. Walston for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of one hundred and eleven dollars and forty-two 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 in said 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 ratified and confirmed.

The report states the amount of sale to be $111.42.

James M. Crockett,
Judge.

And now at this day to wit, on the twenty-sixth 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 26th 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 Jones, Clerk.

" " " "

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Walter G. Price, 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. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit, on the third day of March, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for the Fifteenth 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 Walter G. Price 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. County Commissioners of Somerset County, Maryland. Purchaser.	No. 5014 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court.

The report of Carlos Bozman, County 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 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 Walter G. Price in East Princess Anne Election District, said Somerset County, the sum of four dollars, and seventy-five cents state taxes, and thirty-three 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 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 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, 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 assessed to Walter G. Price in East Princess Anne Election District, Somerset County, Maryland, the sum of two dollars and no cents state taxes, and twelve 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 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 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 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 Walter G. Price 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 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 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 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 tract of land, being the real estate assessed to Walter G. Price in East Princess Anne Election District, Somerset County, Maryland, as follows:

No. 65. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, containing ½ acre, more or less, on the old state road from Princess Anne to King's Creek, adjoining the lands of Nyquist and Mrs. Made Bennett, now owned by Julia Hupke, and assessed to Walter G. Price for 1931 and 1932, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, a body corporate, it being the highest bidder therefor, at and for the sum of sixty-seven dollars and 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 proceedings 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 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 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 together with interest and costs.

No. 65. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, containing ½ acre, more or less, on the old state road from Princess Anne to King's Creek, adjoining the lands of Nyquist and Mrs. Maude Bennett, now owned by Julia Hupke, and assessed to Walter G. Price 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 Walter G. Price for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and collector of state and county taxes for said Somerset County.	)	No. 5014 Chancery In the Circuit Court for Somerset County, Maryland.
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 ½ acre, more or less, on the old state road from Princess Anne to King's Creek, adjoining the lands of Nyquist and Mrs. Maude Bennett, now owned by Julia Hupke, and assessed to W. G. Price for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of sixty-seven dollars and nine cents, now fully paid, having been presented to the Court and examined and appearing to be regular, and it appearing that all the provisions of law in relation thereto have been complied with;

It is thereupon, this 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 in said 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 ratified and confirmed.

The report states the amount of sale to be $67.09.

James M. Crockett
Judge.

And now at this day to wit, on the twenty-sixth 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 26th 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 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 Lottie Waters, 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. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit, on the third day of March, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for the Fifteenth 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 Lottie Waters 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. County Commissioners of Somerset County, Maryland. Purchaser.	No. 5015 Chancery In the Circuit Court for Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The report of Carlos Bozman, County 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 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 Lottie Waters in East Princess Anne Election District, said Somerset County, the sum of no dollars and eighty-eight cents state taxes, and six dollars and twelve 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 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, 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 assessed to Lottie Waters in East Princess Anne Election District, Somerset County, Maryland, the sum of no dollars and eighty-eight cents state taxes, and five dollars 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, 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, 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 ascertaining by him on or before the first day 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 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 Lottie Waters 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 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 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 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 tract of land, being the real estate assessed to Lottie Waters in East Princess Anne Election District, Somerset County, Maryland, as follows:

No. 82. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, containing 2½ acres, more or less, on the county road, near Eden Station, adjoining the land of Dan Willey, and assessed to Lottie Waters 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, a body corporate, it being the highest bidder therefor, at and for the sum of forty-eight dollars and seventy-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 proceedings 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 knowledged 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 together with interest and costs.

No. 82. All that lot and improvements in East Princess Anne Election District, Somerset County, Maryland, containing 2½ acres, more or less, on the county road near Eden Sta., adjoining the lands of Dan Willey, and assessed to Lottie Waters 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 Lottie Waters for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County.	) No. 5015 Chancery) In the Circuit Court for) Somerset County, Maryland.

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, and improvements, containing 2½ acres, more or less, on the county road, near Eden Sta., adjoining the lands of Dan Willey, and assessed to Lottie Waters for 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of forty-eight dollars and seventy-seven 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 in said 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 ratified and confirmed.

The report states the amount of sale to be $48.77.

James M. Crockett
Judge.

And now at this day to wit, on the twenty-sixth 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 26th 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 James, Clerk.

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In the matter of the tax sale of real estate in Dublin Election District, Somerset County, Maryland, assessed to Mary C. Johnson for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit, on the third day of March, in the year nineteen hundred and thirty-seven, a certain Carlos Bozman, Collector of state and county taxes for the Fourth 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 Dublin Election District, Somerset County, Maryland, assessed to Mary C. Johnson for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	No. 5016 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 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 C. Johnson in Dublin Election District, Somerset County, Maryland, the sum of seventeen dollars and forty cents state taxes, and one hundred and twenty-one dollars and eighty 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 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 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 Mary C. Johnson in Dublin Election District, Somerset County, Maryland, the sum of seventeen dollars and fifty cents state taxes, and one hundred and eleven dollars and thirty-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 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 Mary C. Johnson in Dublin 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 Marylander and Herald, 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 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 tract of land, being the real estate assessed to Mary C. Johnson in Dublin Election District, said Somerset County, as follows:

No. 15. All that farm in Dublin Election District, Somerset County, Maryland, and improvements, adjoining the lands of Benson Bros., Mitchell Bros., Bank of Somerset and W. G. Lankford, transferred to Olive C. Johnson, and assessed to Mary C. Johnson 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, a body corporate, it being the highest bidder therefor, at and for the sum of five hundred and twenty dollars and forty-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 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 knowledged 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 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 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 Dublin 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. 15. All that farm in Dublin Election District, Somerset County, Maryland, with the improvements thereon, adjoining the lands of Benson Bros., Mitchell Bros., Bank of Somerset and W. G. Lankford, transferred to Olive C. Johnson, and assessed to Mary C. Johnson 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 Dublin Election District, Somerset County, Maryland, assessed to Mary C. Johnson for 1931 and 1932, made and reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	) No. 5016 Chancery) In the Circuit Court for) Somerset County, Maryland.
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 31st, 1935, of land in Dublin Election District, said Somerset County, adjoining the lands of Benson Bros., Mitchell Bros., Bank of Somerset and W. G. Lankford, recently transferred to Olive C. Johnson, and assessed to Mary C. Johnson for 1930, 1931 and 1932, made to the County Commissioners of Somerset County, Maryland, for the sum of five hundred and twenty dollars and forty-nine 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 in said 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 ratified and confirmed.

The report states the amount of sale to be $520.49.

James M. Crockett
Judge.

And now at this day to wit, on the twenty-sixth 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 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 26th 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 Jawes, Clerk.

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HARRY C. DASHIELL, ASSIGNEE EX PARTE Under power in a mortgage from B. Hayes Foxwell and Annie R. Foxwell, his wife, to Home Owners' Loan Corporation, and assigned for collection and foreclosure, etc.	Be it remembered that heretofore, to wit, on the fifteenth 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, a certified copy of a certain mortgage executed and delivered to Home Owners' Loan Corporation by a certain B. Hayes Foxwell and Annie R. Foxwell of said county and state, which said copy of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 15th day of March, in the year nineteen hundred and thirty-four, by and between B. Hayes Foxwell and Annie R. Foxwell, his wife, of Somerset County, in the State of Maryland, of the first part, Mortgagors and the Home Owners' Loan Corporation, of the second part, Mortgagee.

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of One Thousand Six Hundred fifty-five & 18/100 dollars, money this day loaned, in consideration whereof and for value received the said Mortgagors have made and passed unto the said Mortgagee their joint and several promissory note of even date herewith for said sum of one thousand six hundred fifty-five & 18/100 dollars, with interest to secure thereon at the rate of five per centum per annum, which said sum with interest the said Mortgagors hereby covenant to pay to the said Mortgagee at its office in Washington, D. C., or to its successors and assigns, in monthly instalments of $13.09 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 said Mortgagors to prepay said mortgage indebtedness or any part thereof, whereupon interest will be charged only on the unpaid balance , and with further privilege to the said Mortgagors to pay the sum of $6.90 monthly from the date hereof until June, 1936, representing the interest only upon said debt, at the option of said Mortgagors, provided all other conditions and covenants in said note and herein on the part of the said Mortgagors contained shall have been promptly met, and thereafter the monthly payments shall be $15.31 per month, to be applied, first, to interest on the unpaid balance and the remainder to the principal until said debt is paid in full; and

Whereas, it is further 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 agrees 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 indebtedness, 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 said 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 tract or parcel of land situated in Mt. Vernon Election District, Somerset County, Maryland, on the south side of the county road leading from M. E. Asbury Church to Princess Anne, and beginning at a stone bounder on the south side of said County Road, which is about 80 feet

distant westwardly from a stone bounder at the side of the Simms Cemetery Road, thence running from the stone first mentioned above in a southerly direction by and with lands of Leonard Whitelock to a stone bounder and the lands of Simms Cemetery, thence with the lands of said Simms Cemetery and of William W. Simpkins westwardly to a stone bounder and lands of William O. Murray, and which said last mentioned stone bounder is about 80 feet distant eastwardly from a stone bounder and lands of Page Jackson, thence from the aforementioned stone bounder, which is the common boundary of the lands of Foxwell, Simpkins and William O. Murray, northwardly with said Murray lands to a stone bounder at the south side of the aforementioned County Road, and which said stone bounder is about 80 feet distant eastwardly from another stone bounder and lands of Page Jackson, thence eastwardly with the south side of said County Road to the place of beginning, containing one acre of land, more or less.

Being the same parcel of land, containing two and one-half acres, more or less, as conveyed from William W. Simpkins unto B. Hayes Foxwell by deed dated May 28, 1919, and recorded in Somerset County Land Record Liber W. J. S. No. 78, folio 300, save and excepting from said parcel so conveyed, two parcels of land conveyed off by said B. Hayes Foxwell and Annie R. Foxwell, his wife, as follows: viz: A parcel of land containing 3/4 of an acre, more or less, conveyed to William O. Murray by deed dated May 28, 1919, and recorded among said Land Records in Liber W. J. S. No. 78, folio 519.

A parcelof land containing 3/4 of an acre, more or less conveyed to Leonard Whitelock, by deed dated May 28, 1919, and recorded among said land records in Liber W. J. S. No. 79, folio 97.

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 Home Owners' Loan Corporation, its successors and assigns, in fee simple.

And it is further agreed by the parties hereto that wherever there is a reference in the covenants, powers and agreements herein contained, 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 the law) of the same.

Provided that if the Mortgagors shall pay or cause to be paid the aforesaid mortgage 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.

And it is agreed that, until default be made in the premises, but not thereafter, the Mortgagors, shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, levies, public debts and charges of every kind, levied or assessed to be levied or assessed on said hereby mortgaged property, which ground rent, taxes, assessments, levies, public dues, charges, mortgage debt and interest, the said Mortgagors do hereby covenant to pay when legally demandable, and the said Mortgagors do further covenant and agree that h shall, whenever called upon by the mortgagee or its agent, deliver the receipted bills for ground rent and taxes accruing on the property herein described, to the said 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 Home Owners' Loan Corporation 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.

And said Mortgagors further covenant to pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Home Owners' Loan Corporation becuase of the failure on the part of the said Mortgagors to perform, comply with and abide by each and every the stilupations, agreements, conditions and covenants of said promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of six per cent per annum.

And the said Mortgagors further 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 casualty, under a mortgage clause in the form approved by said Corporation with insurers and to an amount approved by the corporation as a further security for said mortgage debt and assign and deliver to the said Corporation, 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 Corporation shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligators 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, and each and every such payment shall bear interest from date at the rate of six per centum per annum.

And the said Mortgagors further 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 promissory note and in this mortgage set forth.

The Mortgagors herein hereby assign to Home Owners' Loan Corporation any and all rents on the premises herein described and authorize said Corporation 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 as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

And it is agreed that as soon as the Mortgagors cease to own said property or to have any interest therein, either by voluntary or involuntary alienation or in any other manner, except by the death of said Mortgagor or either of them, or said property shall be diverted to uses other than a dwelling house, then the unpaid balance of said mortgage debt, together with the interest and any charges thereon shall become due and demandable, and in default of the payment thereof on demand, this mortgage may at the option of the mortgagee be forclosed and the property sold under the assent to a decree or power of sale herein contained. And it is further agreed that nothing shall be construed as a waiver of this condition except a writing under the seal and signed by the proper official of said mortgagee, and that the assent to one change of ownership or use shall not allow a subsequent change without like assent, and 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 the premises hereby mortgaged and no forbearance on the part of the Corporation and no extension of the time for the payment of the debt hereby secured given by the Corporation shall operate to release, discharge, mofidy, change or affect the original liability of the Mortgagors herein either in whole or in part.

The said Mortgagors bind themselves not to erect or permit to be erected any new buildings on the premises herein mortgaged 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 event of any violation or attempt to violate this stipulation said note 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 second mortgage or any junion lien of any kind should be

instituted, the Corporation may at its option immediately declare its lien 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.

And the Mortgagor do hereby declare h assent to the passing of a decree by the Circuit Court of Baltimore City, or the Circuit Court No. 2, of Maryland passed at the January session in the year 1898, or any supplement or additions thereto.

And 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 said 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 property hereby mortgaged 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 the 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 said 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 the 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 said Mortgagee under this Mortgage, whether the same shall have matured or not, and the surplus(if there be any) shall be paid to the said Mortgagors, or to whomever may be entitled to the same.

And the said 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 on notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decree of a Court having equity jurisdiction in the State of Maryland, which said 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 the said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

And the 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: Benjamin L. Barnes. B. Hayes Foxwell (SEAL)

Annie R. Foxwell (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 15th day of March, in the year nineteen hundred and thirty-four, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally

appeared B. Hayes Foxwell and Annie R. Foxwell, 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 in due form of law 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.

SEAL OF NOTARY — Benjamin L. Barnes, Notary Public

My Commission expires the 6th day of May, 1935.

Received for record March 20th, 1934, and recorded in Liber J. M. T. No. 107, folio 76, one of the land records of Somerset County.

Per: J. Millard Tawes, Clerk.

State of Maryland, Somerset County, to wit:

I, J. Millard Tawes, Clerk of the Circuit Court for Somerset County, do hereby certify that the foregoing Mortgage is truly and correctly copied from Liber J. M. T. No. 107, folio 76, 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 13th day of March, 1937.

J. Millard Tawes, Clerk.

THIS ASSIGNMENT OF MORTGAGE, Made this 8th day of March, 1937, by and between the HOME OWNERS' LOAN CORPORATION, a body corporate, party of the first part, and HARRY C. DASHIELL, party of the second part.

WHEREAS, the said party of the first part is the holder of a mortgage from B. Hayes Foxwell and Annie R. Foxwell, his wife, dated March 15, 1934, and recorded among the Land Records of Somerset County in Liber JMT 107, folio 76, made to secure the payment of the sum of Sixteen Hundred Fifty-five dollars and Eighteen Cents.

WHEREAS, a default having occurred under the covenants and conditions of said mortgage, and it is the intention of the said HOME OWNERS' LOAN CORPORATION to foreclose said mortgage, these presents are executed for that purpose.

WHEREFORE, NOW THIS ASSIGNMENT OF MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said HOME OWNERS' LOAN CORPORATION for the purpose of foreclosure and collection doth hereby assign unto the said HARRY C. DASHIELL, its right, title and interest in and to the mortgage aforesaid and mortgage debt thereby secured.

AS WITNESS the corporate seal of the said HOME OWNERS' LOAN CORPORATION and the signature of Charles B. Lyddane the Regional Treasurer thereof.

TEST: Edward C. Golder — Chas. B. Lyddane, Regional Treasurer — CORPORATE SEAL

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO-WIT:

I HEREBY CERTIFY, that on this 8th day of March, 1937, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Charles B. Lyddane the Regional Treasurer of the Home Owners' Loan Corporation, and acknowledged the aforegoing Assignment of Mortgage to Harry C. Dashiell, to be the act of the said Home Owners' Loan Corporation.

AS WITNESS my hand and Notarial Seal.

Edward C. Golder, NOTARY PUBLIC — SEAL OF NOTARY

Filed for Record March 15, 1937, and recorded in Liber J. M. T. No. 112, folio 384.

Test: J. Millard Tawes, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS, That 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 Fifteen Hundred Dollars ($1500.00), to be paid to the said State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, administrators, executors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this Sixth day of April, A. D. 1937.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from B. Hayes Foxwell and wife, to Home Owners Loan Corporation, dated March 15, 1934, recorded among Land Records of Somerset County in Liber J. M. T. 107, folio 76, 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 cuased these presents to be duly signed by its duly authorized attorney in fact the day and year first above written.

Witness: Ruth Ward. Harry C. Dashiell (SEAL)
PRINCIPAL

Signed, Sealed and Delivered in the presence of: CORPORATE SEAL UNITED STATES FIDELITY & GUARANTY CO.

BY H. M. Walters
Attorney-in-fact

Louise F. Powell

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 fourteenth 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:

HARRY C. DASHIELL, ASSIGNEE Ex parte	)	No. 5021 Chancery
	)	In the Circuit Court
Under power in a mortgage from B. Hayes Foxwell and Annie R. Foxwell, his wife, 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 B. Hayes Foxwell and Annie R. Foxwell, his wife, to the Home Owners Loan Corporation, a corporation, dated the fifteenth day of March, 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 76 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 re-

presents 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 thirteenth day April, 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 in Mt. Vernon Election District, in said Somerset County, State of Maryland, whereon B. Hayes Foxwell and Wife reside, lying and binding on the south side of the County Road in said election district, leading to Asbury Methodist Episcopal Church, adjoining the lands of W. O. Murray, William W. Simpkins, Leonard Whitelock and others, and containing one acre, more or less; being the same land which was conveyed unto the said B. Hayes Foxwell by William W. Simpkins, by deed dated the twenty eighth day of May, nineteen hundred and nineteen, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 78 folio 300, except so much of said land as was conveyed by the said B. Hayes Foxwell and wife to William O. Murray by deed dated May 28, 1919, and recorded among said Land Records in Liber W. J. S. No. 78 folio 519, and to Leonard Whitelock by deed dated May 28, 1919, and recorded among the land records aforesaid in Liber W. J. S. 79 folio 97 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 fifteen hundred dollars ($1500.00), and the said purchaser has complied with the terms of said sale to the satisfaction of your said Assignee.

ALL of your is respectfully represents,

Harry C. Dashiell
Assignee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 14th day of April, 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	)	No. 5021 Chancery
	)	In the Circuit Court
Under power in a mortgage from B. Hayes Foxwell and Annie R. Foxwell, his wife, to Home Owners Loan Corporation, a corporation, and assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure.	)	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 14th 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 12th day of May, nineteen hundred and thirty seven.

The report states the amount of sales to be $1500.00.

J. Millard Tawes, Clerk.

And now at 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 Assignee and on motion of the said Assignee the Court here passed the following order, to wit:

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	No. 5021 Appearances
	)	In the Circuit Court
Under power in a mortgage from B. Hayes Foxwell and Annie R. Foxwell, his wife, to Home Owners Loan Corporation, and assigned etc.	)	for Somerset County,
	)	in Equity.
	)	

ORDERED, by the Circuit Court for Somerset County, in Equity, this 19th 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 take the account in this cause, since it appears that Harry C. Dashiell the regular Auditor of this Court is 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.

" " " "

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 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.

William H. Dryden, Esq., Sheriff and 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 Odessa Teagle and James F. Teagle, her husband, 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 twenty-fifth day of August,) 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 Odessa Teagle and James F. 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 Odessa Teagle and James F. 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 five hundred seventy & 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 seventy & 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 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 Tangier Election District, Somerset County, Maryland, beginning at a point on the south side of the main County Road in Rock Creek neighborhood where the land of

Julia Teagle adjoins the lands now or formerly 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 50 feet to the place of beginning; being the same land which was conveyed from James Teagle, and others, unto said Odessa Teagle by deed dated June 25, 1930, and recorded in Somerset County Land Record Liber G. W. L. No. 100, folio 264.

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 Mortgage, 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 forbearnace 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 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: Odessa Teagle (SEAL)

Eunice Pilchard. James F. Teagle (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 Odessa Teagle and James F. 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 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 3, 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 19th day of August, 1937.

WITNESS: Chas. B. Lyddane CORPORATE

Mildred J. Joyce Regional Treasurer SEAL

Filed for Record August 25, 1937, and recorded in Liber J. M. T. No. 109, folio 3.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE 18-1-521

$570.00 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 $570.00, 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 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.

Odessa Teagle (SEAL)
Chance, Maryland.

James F. Teagle (SEAL)
Chance, 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 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 Seventh day of September, A. D. 1937.

Whereas, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Odessa 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. No. 109 folio 3, 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.

Signed, sealed and delivered in the presence of:

Louise V. Powell

Harry C. Dashiell (SEAL)

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 twenty-second day of September, 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. 5072 Chancery
	) In the Circuit Court
Under power in a mortgage from Odessa Teagle and James F. Teagle	) for Somerset County,
her husband, to the Home Owners Loan Corporation, assigned by	) in Equity.
Home Owners Loan Corporation for collection and foreclosure	)
	)

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 Odessa Teagle and James F. Teagle, her husband, to the Home Owners Loan Corporation, a corporation, dated October third, nineteen hundred and thirty four, and and recorded among the Land Records of Somerset County, in the State of Maryland, in Liber J. M. T. No. 109 folio 3, and 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, he did, pursuant to said notice attend at the Court House door in Princess Anne, in said County, on Tuesday, the twenty first day of September, 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 in Tangier Election District, in Somerset County, Maryland, lying and binding on the south side of the old county road in Rock Creek, where the land formerly of Julia Teagle joins the land of Arthur Jones; thence running southerly and at right angles to said county road 50 ft. thence running northerly and parallel with first line of land hereby conveyed 72 ft. to the south side of the said County Road and thence running westerly with said county road fifty feet to the beginning and whereon the said Odessa and James

F. Teagle reside. 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 and seventy dollars ($570.00) 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 22nd day of September, 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 aforegoing 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 Odessa Teagle and James F. Teagle 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. 5072 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 be shown on or before the 22d day of October, 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 21st day of October, nineteen hundred and thirty seven.

The report states the amount of sales to be $570.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-third day of October, 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 Odessa Teagle and husband to Home Owners Loan Corporation, and assigned, etc.	) No. 5072 Chancery) In the Circuit Court) for Somerset County,) in Equity.)

ORDERED, by the Circuit Court for Somerset County, in Equity, this 23rd day of October, 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 Jones, Clerk.

""

SOMERSET COUNTY, STATE OF MARYLAND, 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 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.

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

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

L. Creston Beauchamp, Ex parte Trust created by mortgage from Thomas Curry and wife to W. Clyde Ford.	) Be it remembered that heretofore to wit, on the) tenth day of August, 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 W. Clyde Ford by a certain Thomas T. Curry and M. Angels Curry of said county and state, 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 twenty-seven, by Thomas T. Curry and M. Angela Curry, his wife, now residing in Somerset County, State of Maryland.

WITNESSETH, whereas the said Thomas T. Curry and A. Angela Curry, his wife, are justly and bona fide indebted to W. Clyde Ford of Somerset County and State of Maryland, in the full sum of Fifteen Hundred Dollars ($1500.00), the same being a part of the purchase money for the land and premises hereinafter conveyed, and have given therefor to the said W. Clyde Ford their bill obligatory for said principal sum, dated evenly herewith, payable ten years after date, with interest from date, payable semi-annually from date hereof, with the privilege to the said mortgagors to pay all or any part of said principal sum at any interest paying period, and to further and better secure the payment of said principal 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 ($5.00), the receipt of which is hereby acknowledged, the said Thomas T. Curry and M. Angela Curry, his wife, do grant and convey unto W. Clyde Ford of the said County and State, his heirs and assigns, in fee simple, all that lot or parcel of land, situate, lying and being in Westover Election District, Somerset County, Maryland, and more fully described as follows, that is to say:

ALL that tract or parcel of land, situate as aforesaid, and lying and binding on the State Road leading from Westover to Green Hill, bounded on the north and east by the land of Regina Leibrand and on the west by the land of Lit. Ballard and containing 10 acres, more or less; and being the same and all of the land which was conveyed to the said Thomas T. Curry and M. Angela Curry, his wife, as tenants by the entireties, by deed dated and recorded or intended to be recorded simultaneously herewith. To which said deed and all the references therein contained special reference is hereby made for a more perfect description of the property hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Thomas T. Curry and M. Angela Curry, 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, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Harry C. Dashiell, Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Fifteen hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of the lien, or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay

for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors.

Test: Thomas T. Curry (SEAL)

Harry C. Dashiell. M. Angela Curry (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 9th day of September, in the year nineteen hundred and twenty seven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Thomas T. Curry and M. Angela Curry, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their act and deed; and at the same time and place also personally appeared before me W. Clyde Ford, the mortgage and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Edgar A. Jones

Justice of the Peace

Received for Record September 9th, 1927, and recorded in Liber G. W. L. No. 95 folio 256 &c., one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk.

By virtue of an order of the Orphans Court for Somerset County, Maryland, and for the purpose of foreclosure and collection I hereby assign the within mortgage to L. Creston Beauchamp.

Witness my hand and seal this 6th day of August, 1937.

Test: Addie F. Ford (SEAL)

W. C. Ford, Jr. Administratrix, W. C. Ford.

Filed for Record August 10th, 1937, and recorded in Liber G. W. L. No. 95, folio 256.

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 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 ninth day of August, nineteen hundred and thirty-seven.

WHEREAS, by mortgage dated the ninth day of September, 1927, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 296, a certain Thomas T. Curry and M. Angela Curry, his wife, conveyed to W. Clyde Ford 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 sixth of August, 1937, duly recorded among said land records, Addie H. Ford, administratrix of W. Clyde Ford, deceased, assigned said mortgage to the said L. Creston Beauchamp for the purpose of foreclosure, and whereas by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell the said mortgaged property and is about to exercise the power of sale contained therein by a sale of said mortgaged property.

NOW, therefore, the condition of the above obligation is such that if the above bound L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him 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:

James R. Stewart. CORPORATE SEAL MARYLAND CASUALTY COMPANY
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 sixteenth day of September, 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. 5068 Chancery
	)	In the Circuit Court
Trust created by mortgage from Thomas Curry and wife to W. Clyde Ford.	)	for Somerset County,
	)	Maryland.

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 Thomas T. Curry and M. Angella Curry, his wife, to W. Clyde Ford, dated September 9th, 1927, recorded among the land records of Somerset County, Maryland, in Liber G. W. L. No. 95, folio 256, assigned to the said L. Creston Beauchamp by assignment duly recorded among said land records, respectfully represents:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved security, as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty days notice of the time, place, manner and terms of sale by advertisement in the "Marylander and Herald", a weekly newspaper published in said Somerset County, and by hand bill posted at the Court House door in said county, he did, in pursuance of said notice, attend at the Court House door in Princess Anne, Maryland, on Wednesday, September 15th, 1937, at or about the hour of two o'clock P. M., and then and there proceeded to sell at public auction the following described property conveyed by said mortgage, namely;

He offered all that lot, tract or parcel of land situate, lying and being in Westover Election District, Somerset County, Maryland, lying on the north side of the state road leading from Westover to Green Hill, bounded on the north and east by the Lybrand property, and on the west by the land of Lit Ballard, and containing 10 acres, more or less; being the same and all the property which was conveyed to Thomas T. Curry and M. Angella Curry by Regina Lybrand by deed dated the 9th of September, 1927, recorded among said land records in Liber G. W. L. No. 94, folio 472, improved by a comfortable dwelling and outbuildings, and sold the same to William C. Ford, he being the highest bidder therefor, at and for the sum of ten hundred and fifty dollars, and the purchaser has complied with the terms of sale to the satisfaction of the trustee.

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

Whole amount of sale		$ 1050.00
Costs as taxes by Clerk	$ 21.00	
Advertising Sale & Order Nisi	23.50	
Auctioneer	2.00	
Premium on Bond	10.00	
Commissions, per Chancery rule	75.00	131.50
		918.50
To Addie F. Ford, Admx. W. C. Ford	1500.00	
Interest to day of sale	90.00	1590.00
Balance due mortgagee		671.50

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

Respectfully submitted,

L. Creston Beauchamp,
Assignee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 16th day of September, 1937, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the assignee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of the proceeds therefrom 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	)	No. 5068 Chancery
	)	In the Circuit Court
Trust created by mortgage from Thomas T. Curry and wife to W. Clyde Ford.	)	for Somerset County,
	)	Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, this 16th day of September, 1937, that the report of L. Creston Beauchamp, assignee and trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported, and the distribution of the proceeds of said sale by him made, be and the same are hereby finally ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 11th of October, 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 9th of October, 1937.

The report states the amount of sale to be $1050.00.

J. Millard Tawes,
Clerk.

And now at this day to wit, on the thirteenth day of November, 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,	)	No. 5068 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 and no cause to the contrary having been shown, it is this 13th day of November, 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 the sale by him reported and the distribution of proceeds therefo by him made, be and the same are hereby finally ratified and confirmed.

James M. Crockett, Judge.

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

Per: J. Millard Tawes, Clerk.

"""

State of Maryland, Somerset County, to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County, on the first Monday in May, being the second day of the same month, in the year of our Lord one thousand nine hundred and thirty-eight.

Were present,

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

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

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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 Wm. Dennis Jones and wife to Home Owners' Loan Corporation, and assigned to Harry C. Dashiell for foreclosure, etc.	Be it remembered that heretofore to wit, on the first day of March, in the year nineteen hundred and thirty-eight, 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 William Dennis Jones and Margaret E. Jones, his wife, of said County and State, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 30th day of March, 1935, by and between William Dennis Jones and Margaret E. Jones, 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 Ten hundred twenty-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 Ten hundred twenty-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 Baltimore, Md., in monthly instalments of $8.11 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 in Tangier District, Somerset County, Maryland, beginning at a bounder set up at the junction of the main County Road leading through Rock Creek and a private road of Disharoon's, running a westerly direction 35 yards to a bounder; thence running a south-

westerly direction with the said Disharoon land 70 yards to a bounder; thence an easterly direction with the said Disharoon land 35 yards to a bounder; thence a northwesterly direction with the said private road to the place of beginning, and containing 1/2 of an acre of land.

Being the same land as conveyed from Isabelle A. Jones, Widow, unto said William Dennis Jones by deed dated May 12, 1919, and recorded in Somerset County Land Record Liber W. J. S. No. 78, 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 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 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 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 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: William Dennis Jones (SEAL)

Eunice Pilchard. Margaret E. Jones (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of March, 1935, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared William Dennis Jones and Margaret E. Jones, 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 April 6, 1935, and recorded in Liber J. M. T. No. 109, folio 83, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

FOR VALUE RECEIVED, the Home Owners' Loan Corporation hereby assign 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 21st day of February, 1938.

WITNESS: Esther Reamer. Chas. B. Lyddane SEAL OF

Regional Treasurer CORPORATION

Filed for Record 1st March, 1938, and recorded in Liber J. M. T. No. 109, folio 83.

Test: J. Millard Tawes, Clerk.

SECURED BY MORTGAGE 18-D-386

$1025.00 Chance, Maryland

March 30, 1935.

For value received I, or we, promise to pay to the order of HOME OWNERS' LOAN CORPORATION at its office in Baltimore, Md. the sum of $1025.00, with interest at the rate of 5 per centum per annum on the unpaid balance, and said principal and interest shall be payable $8.11 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 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 Dennis Jones (SEAL)
Chance, Maryland.

Margaret E. Jones (SEAL)
Chance, 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 Cityof 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 Fifth day of March, A. D. 1938.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in the mortgage from William Dennis Jones and wife, to the Home Owners Loan Corporation, dated March 30, 1935, recorded among Land Records of Somerset County, in Liber J. M. T. No. 109, folio 83, the said Harry C. Dashiell, assignee for foreclosure, is about to sell the land premises described in said mortgage, default having been made in the payment of the debt 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.

Signed, sealed and delivered		Harry C. Dashiell (SEAL)
in the presence of:	CORPORATE	UNITED STATES FIDELITY AND GUARANTY CO.
S. Frank Dashiell.	SEAL	By H. M. Walters
Louise F. Powell		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 thirtieth day of March, in the year nineteen hundred and thirty-eight, 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. 5134 Chancery
	) In the Circuit Court
Under power in a mortgage from William Dennis Jones and Margaret E. Jones, his wife, to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation to Harry C. Dashiell 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 William Dennis Jones and Maraget E. Jones, his wife, to the Home Owners Loan Corporation, a corporation dated the thirtieth day of March, 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 83, and 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, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said County, on Tuesday, the twenty ninth day of March, nineteen hundred and thirty eight, at the hour of two o'clock P. M. and then and there proceed to sell said real estate as follows:

Your Assignee offered all that lot of land in Tangier Election District, in said Somerset County, State of Maryland, lying and binding on the southerly side of the State Road leading through said district, adjoining the lands of James Simmons, whereon the said Wm. Dennis Jones resides, and containing one-half of an acre of land, more or less; and being the same land conveyed unto the said Wm. Dennis Jones by Isabelle A. Jones, by deed dated May twelfth, nineteen

hundred and nineteen, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 78 folio 315 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 one thousand dollars ($1000.00), 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 30th day of March, nineteen hundred and thirty eight, 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 aforegoing 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	) No. 5134 Chancery
	) In the Circuit Court
Under power in a mortgage from Wm. Dennis Jones and Margaret E. Jones, his wife, to Home Owners Loan Corporation, assigned by Home Owners Loan Corporation to Harry C. Dashiell for collection and foreclosure.	) for Somerset County,
	) In Equity.
	)
	)

ORDERED, that the sale of the real estate mentioned in these proceedings and made and reported by Harry C. Dashiell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of April, nineteen hundred and thirty eight; provided a copy of this order be inserted in some newspaper printed in said Somerset County onach of three successive weeks before the 27th day of April, nineteen hundred and thirty eight.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the second day of May, in the year nineteen hundred and thirty-eight, 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. 5134 Chancery
	) In the Circuit Court
Under power in a mortgage from Wm. Dennis Jones and wife to Home Owners Loan Corporation, and assigned etc.	) for Somerset County,
	) in Equity.
	)

ORDERED by the Circuit Court for Somerset County, in Equity, this second day of May, nineteen hundred and thirty eight, 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, since it appears that Harry C. Dashiell, the Auditor of this Court, is the solicitor for the Complainant in this cause, 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 Jawes, Clerk.

""

HARRY C. DASHIELL, ASSIGNEE
EX PARTE

Under power in a mortgage from Ella Carr, et als to Home Owners Loan Corporation, and assigned to Harry C. Dashiell for collection and foreclosure.

Be it remembered that heretofore to wit, on the twenty-sixth day of April, in the year nineteen hundred and thirty-eight, 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 Ella Carr, Clifford Carr, Linwood Carr, Herman Carr and Myrtle Carr of said said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 19th day of March, 1936, by and between Ella Carr, widow, Clifford Carr, unmarried, Linwood Carr, unmarried, and Herman Carr and Myrtle Carr, his wife, of Venton, Somerset County, State of Maryland, Mortgagor and HOME OWNERS' LOAN CORPORATION, a United States corporation, Mortgagee.

WHEREAS, Mortgagor is indebted unto Mortgagee in the sum of Seven hundred eighty-four and no/100 ($784.00) Dollars, in consideration whereof Mortgagor has made and passed unto Mortgagee one promissory note of even date herewith for the aforesaid sum with interest thereon at the rate of 5 per centum per annum, which sum with interest Mortgagor covenants to pay to Mortgagee, in lawful money of the United States of America, at its Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, in Monthly installments of $10.00 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 Mortgagor to prepay said debt or any part thereof, whereupon interest will be charged only on the unpaid balance; and if the same is collected by an attorney, Mortgagor agrees to pay all costs of collection, including an attorney's fee, not exceeding ten per cent; and

WHEREAS, in order to secure the prompt payment of said mortgage debt, in the installments 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 the Mortgagor does hereby grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate in Venton, Somerset County, West Princess Anne, District State of Maryland, and described as follows:

Near Venton, lying on the north side of the County Road leading from the Episcopal Church (All Saints, Monie) to Venton, adjoining the lands of Lit Lloyd and J. L. Lloyd; and being the same and all of the land which was conveyed unto George H. Carr, late of Somerset County, deceased, by O. Straughn Lloyd and wife, by deed dated the 30th day of October, nineteen hundred and eighteen, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 77, folio 252 etc., and which said land upon the death of the said George H. Carr, Intestate, descended unto his widow, Ella Carr, and unto his children, Herman Carr, Linwood Carr and Clifford Carr, as his only heirs at law.

BEGINNING for the same at a stone on the North side of the County road leading through Venton towards Princess Anne, said stone being located at the Southeasr corner of the land of W. P. Reese, and running thence along the North side of said County road, and also along the North side of a ditch there running South 63 degrees East 15.36 rods to the middle of another

ditch and to the lands belonging to O. Straughn Lloyd and wife, or formerly belonging to them; thence with the said land and through the middle of the last mentioned ditch North 10 degrees East 82.50 rods to the lands of O. Straughn Lloyd and wife, and thence along said lands of O. Straughn Lloyd and wife by protraction North 84 degrees West 20 rods to a black gum tree and to the lands of J. B. Reese; thence along the eastern boundry of the lands of J. B. Reese and W. P. Reese, South 6¼ degrees West 77.48 rods to the place of beginning. The land herein described being from a survey made by Samuel F. Miles, dated 1/24/36, and containing 8.80 acres of land more or less.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or appertaining, and 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 use and benefit of Mortgagee, its successors and assigns, in fee simple.

PROVIDED that if Mortgagor shall pay or cause to be paid the aforesaid debt and all other sums hereby secured, with all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void; and provided further that Mortgagor shall retain the exclusive right of possession of the said property, and all rights, benefits and liabilities concurrent therewith, until such time after a default in the premises as Mortgagee, in its discretion, shall demand possession thereof by an instrument in writing addressed to Mortgagor at Venton, Somerset County, Maryland and deposited in the United States mail, registered and postage prepaid.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable the aforesaid mortgage indebtedness, evidenced by aforesaid promissory note (and any extension or renewal thereof), and all installments of ground rent, taxes, assessments, levies, public debt and charges of every kind, which affect said property and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments;

(2) To provide, maintain and deliver promptly to Mortgagee fire insurance policies, together with such other insurance policies as Mortgagee may require, satisfactiory to and with loss payable to Mortgagee, upon the buildings and improvements now situate or hereafter constructed in or upon said property, and to assign and deliver to Mortgagee, as issued, all other insurance policies covering any of said property;

(3) To commit or suffer no waste of said property, to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee may require;

(4) Not to permit or suffer, without the written consent of Mortgagee:

(a) The use of any of said property for any purpose other than that for which the same is now used, or

(b) Any alteration of or addition to the buildings or improvements now situate or hereafter constructed in or upon said property;

(5) To repay to Mortgagee, immediately and without demand, in lawful money of the United States of America, at Mortgagee's Regional Office in Baltimore, Maryland, or at such other place as Mortgagee may designate, all funds hereafter advanced by Mortgagee pursuant to any covenant herein contained, with interest thereon from date of advance until repaid, at the rate specified in said note; and

(6) To comply promptly with all laws, ordinances and regulations affecting said property or its use.

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

(1) That all awards of damages in connection with any condemnation for public use of or injury to any of said property, are hereby assigned and shall be paid to Mortgagee, who may apply

the same to payment of any portion of the mortgage indebtedness, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

(2) That no waiver by Mortgagee of performance of any obligation herein or in said note, contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said obligations;

(3) That Mortgagee is hereby authorized and empowered, at its option, at any time, without notice and without affecting the liability of any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to:

(a) Deal in any way with Mortgagor or grant to Mortgagor any indulgences or forbearances or any extensions of the time for payment of any indebtedness secured hereby;

(b) Pay to or permit the use for any purpose by Mortgagor of any rents, revenues or other moneys received by Mortgagee under any insurance policy or award herein mentioned or otherwise; and

(c) Execute and deliver partial releases of any of said property from the lien created hereby;

(4) That each right, power and remedy herein conferred upon Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith;

(5) That all moneys received by Mortgagee during continuance of any default hereunder by Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as Mortgagee may determine, notwithstanding any provisions to the contrary herein or in said note contained;

(6) That each covenant, agreement and provision herein contained shall apply to, inure to the benefit of and bind Mortgagor and Mortgagee and their respective assigns and successors in interest and shall bind all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby, and the term 'Mortgagee', as used herein, shall include any lawful owner, holder or pledgee of any indebtedness secured hereby;

(7) That wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural;

(8) That time is of the essence hereof and if default be made in performance of any covenant or agreement of Mortgagor herein contained or in making any payment under said note (or any extension or renewal thereof) or as herein provided, or if proceedings be instituted or process be issued to enforce any other lien, charge or encumbrance upon or against any of said property, or if Mortgagor be declared a bankrupt or insolvent or make an assignment for the benefit of any creditor or be placed under control of or in custody of any court, or if Mortgagor abandon any of said property, then in any of such events of default Mortgagee is hereby authorized and empowered, at its option, without notice and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to:

(a) Perform any such default covenant or agreement to such extent as Mortgagee shall determine and advance all such moneys as Mortgagee shall deem necessary to expend for any such purpose, and all moneys so advanced and expended by Mortgagee, with interest as hereinbefore provided, are secured hereby and shall be repaid, immediately and without demand, by Mortgagor to Mortgagee; and

(b) Declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and enforce any of the rights which accrue to Mortgagee hereunder;

(9) That Mortgagor does hereby declare assent to the passing of a decree by the Circuit Court of Baltimore City, or the Circuit Court No. 2 of Baltimore City, for a sale of the property

hereby mortgaged, in accordance with Chapter 123, Secs. 720 to 732, inclusive, of the Laws of Maryland passed in the year 1898, or any amendment or additions thereto;

(10) That in case of any default hereunder, it shall be lawful for Mortgagee or Thomas E. Barrett, Jr., and John A. Helldorfer, 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, advances and all costs incurred in making such sale, (under Art. 66, Secs. 6 to 10 inclusive 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, and such 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 notices as by Mortgagee 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 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 Mortgagee, whether the same shall have matured or not, and the surplus (if any) shall be paid to Mortgagor, or to whomever may be entitled thereto; and Mortgagor does hereby covenant and agree that 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 become due from Mortgagor 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 Mortgagor does hereby covenant to pay, and Mortgagee or Thomas E. Barrett, Jr., and John A. Helldorfer, or either of them, shall not be required to receive the principal and interest only of said Mortgage debt and of all other sums hereby secured 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, interest, costs, expenses and commission.

AND Mortgagor covenants to warrant specially said property and to execute such further assurance thereof as may be requisite.

WITNESS the hand and seal of Mortgagor.

Test as to Ella, Clifford & Linwood Carr:	Ella Carr	(SEAL)
Eunice Pilchard.	Clifford Carr	(SEAL)
Test as to Herman Carr & wife	Linwood Carr	(SEAL)
John Ryan.	Herman Carr	(SEAL)
	Myrtle Carr	

STATE OF MARYLAND, SOMERSET COUNTY, To-wit:

I HEREBY CERTIFY that on this 19th day of March, 1936, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Ella Carr, Clifford Carr, Linwood Carr the Mortgagors 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
My commission expires the 3rd day of May, 1937.	Notary Public	NOTARY

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, to wit:

I HEREBY CERTIFY that on this 30th day of March, 1936, before me, a Notary Public of the State of Pennsylvania, in and for theCity of Philadelphia, personally appeared Herman Carr and Myrtle Carr, his wife, two of the Mortgagors and they acknowledged the aforegoing mortgage to be their act.

WITNESS my hand and Notarial Seal.

Alice M. Jones SEAL OF
Notary Public NOTARY
Notary Public
My Commission expires Jan. 20, 1937.

Received for Record April 6th, 1936, and recorded in Liber J. M. T. No. 109, folio 118, 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 19th day of April, 1938.

WITNESS: Chas. B. Lyddane CORPORATE
Esther Reamer. Regional Treasurer SEAL

Filed for Record April 26th, 1938, and recorded in Liber J. M. T. No. 109, folio 122.

Test: J. Millard Tawes, Clerk.

$784.00 Princess Anne, Maryland.
March 19, 1936.

For value received, I or we, jointly and severally, promise to pay to the order of Home Owners' Loan Corporation, a United States corporation, at its Regional Office in Baltimore, Maryland, or at such other place as said Corporation shall designate, the sum of $784.00, with interest from the date hereof at the rate of Five per centum per annum on the unpaid balance, and said principal and interest shall be payable $10.00 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, with privilege of prepayment in whole or in any multiple of said installment. And I or we, jointly and severally, further promise to repay to HOME OWNERS' LOAN CORPORATION, immediately and without demand, any cash advances made by it under the provisions of the mortgage securing the payment of this note, with interest thereon at the rate aforesaid, accounting from the dates of such advances.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment, or in the performance of any covenant contained in the mortgage securing the payment of this note, 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. Principal and interest payable in lawful money of the United States of America. If this note be placed in the hands of an attorney for collection, I or we, jointly and severally, agree to pay all costs of collection, including reasonable attorney's fees, not exceeding 10%. If action be instituted on this note, I, or we, jointly and severally, promise to pay the costs and expenses of such action, including such sum as the Court may fix as attorney's fees. Presentment for payment, protest, notice of protest, demand and notice of non-payment are hereby waived. All parties now or hereafter personally liable for the payment of any of the indebtedness hereby evidenced agree, by executing or endorsing this note or by entering into or executing any agreement to pay any indebtedness hereby evidenced, that the owner or holder hereof shall have the right, without notice, to deal in any way at any time with any such party or to grant to any such party any extensions

of time for payment of any of said indebtedness or any other indulgences or forbearances whatsoever without in any way affecting the personal liability of any party hereunder.

Venton, Maryland	Ella Carr	(SEAL)
Venton, Maryland	Clifford Carr	(SEAL)
Venton, Maryland	Linwood Carr	(SEAL)
Venton, Maryland	Herman Carr	(SEAL)
Venton, Maryland	Myrtle Carr	(SEAL)

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

KNOW ALL MEN BY THESE PRESENTS, That we, Harry C. Dashiell, 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 ours seals and dated this 23rd day of May, A. D. 1938.

WHEREAS, the above bounden Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from Ella Carr, Clifford Carr and others, to Home Owners Loan Corporation, dated March 19, 1936, recorded among Land Records of Somerset County, in Liber J. M. T. No. 109, folio 118, 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.

Signed, sealed and delivered in the presence of:	Harry C. Dashiell Principal	(SEAL)
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 twenty-fifth day of May, in the year nineteen hundred and thirty-eight, 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. 5153 Chancery
	)	In the Circuit Court
Under power in a mortgage from Ella Carr, Clifford Carr, et als to the Home Owners Loan Corporation, assigned by the Home Owners Loan Corporation to Harry C. Dashiell 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 from Ella Carr, Clifford Carr, and others to the Home Owners Loan Corporation, a corporation dated the nineteenth day of March, nineteen hundred and thirty six, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 109 folio 118, and 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, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said County, on Tuesday, the twenty fourth day of May, nineteen hundred and thirty eight, at the hour of two o'clock P. M., and then and there proceed to sell said real estate, as follows:

YOUR Assignee offered all that lot or tract of land in West Princess Anne Election District, in Somerset County, Maryland, lying and binding on the north side of the County Road leading from Monie Episcopal Church to Venton, whereon George H. Carr resided in his life time, adjoining the lands of the Somerset Mortgage & Certificates Corporation, O. Straughn Lloyd, Jos. B. Reese, W. P. Reese and others, and containing 8.80 acres, more or less; and being the same land which was conveyed unto George H. Carr, now deceased, by O. Straughn Lloyd and wife, by deed dated October thirtieth, nineteen hundred and eighteen, and recorded among the Land Records of said Somerset County in Liber W. J. S. No. 77 folio 252; and which said land upon the death of the said George H. Carr, intestate, descended unto his widow, Ella Carr, and unto his children, Clifford Carr, Linwood Carr and Herman Carr as his only heirs at law. 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 24th day of May, nineteen hundred and thirty eight, 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 aforegoing 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 ~~said~~ Clerk of the Circuit Court here passed the following order, to wit:

HARRY C. DASHIELL, ASSIGNEE EX PARTE	)	No. 5153 Chancery
	)	In the Circuit Court
Under power in a mortgage from Ella Carr, 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	)	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 25th day of June, nineteen hundred and thirty eight, provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 22nd day of June, nineteen hundred and thirty eight.

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

J. Millard Tawes, Clerk.

And now at this day to wit, on the twenty-ninth day of June, in the year nineteen hundred and thirty-eight, 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. 5153 Chancery
	)	In the Circuit Court
Under power in a mortgage from Ella Carr 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 29th day of June, nineteen hundred and thirty eight, 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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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 seventh day of the same month, in the year of our Lord one thousand nine hundred and thirty-eight.

Were present,

Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Hon. T. Sangston Insley, Asso. Judge.
William H. Dryden, Sheriff and J. Millard Tawes, Clerk.

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

HARRY C. DASHIELL, ASSIGNEE EX PARTE Trust created by mortgage from John W. Williams and Angenora Williams, his wife, to Harry T. Phoebus, and assigned, etc.	Be it remembered that heretofore to wit, on the seventh day of February, in the year nineteen hundred and thirty-eight, a certain Harry C. Dashiell of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, the

original of a certain mortgage executed and delivered to Harry T. Phoebus by John W. Williams and Angenora Williams, his wife, of said county and state, which said original of mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 28 day of February, in the year nineteen hundred and twenty-nine, by John W. Williams and Angenora Williams, his wife, of Somerset County, in the State of Maryland, hereinafter called the mortgagors, Witnesseth:

Whereas the mortgagors are indebted to Harry T. Phoebus, of said County and State, hereinafter called the mortgagee, in the sum of Three Hundred Dollars, 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 John W. Williams and Angenora Williams, his wife, do grant and convey to the said Harry T. Phoebus, his heirs and assigns, all that lot or parcel of land in Dames Quarter District, in Somerset County, Maryland, containing one-half acre, more or less, which was conveyed to the said John W. Williams by J. Vaughn Bozman and wife by deed dated the 11th day of February, 1929, not yet delivered, but intended to be delivered and recorded cotemporaneously with this mortgage, fully described in the plat and certificate of survey attached to and made a part of said deed, and being a part of the land which was conveyed to the said J. Vaughn Bozman in a deed of partition between the said J. Vaughn Bozman and Frederick C. Bozman, Woodland B. Bozman and others, dated the 23rd day of November, 1912, recorded among the land records of said county in Liber S. F. D. No. 60, folio 524 etc, to which said deeds and plat and certificate, special reference is hereby made for full and particular description of the land hereby conveyed.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or H. Fillmore Lankford, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset County, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree 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 five hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, his personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said 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: Irving J. Wallace

John W. Williams (SEAL)
Anginoria Williams (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 28 day of February, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County, personally appeared John W. Williams and Angenora Williams, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act and deed; and I further certify that the said mortgagors signed said mortgage in my presence and that I witnessed their signatures to said mortgage.

Irving J. Wallace, J. P.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28 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 Harry T. Phoebus, the mortgagee in the foregoing mortgage, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth and stated.

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

Gertrude Holland SEAL OF
Notary Public NOTARY

For Value Received I do hereby assign the within mortgage to Deals Island Bank and guarantee payment of same, witness my hand and seal this 6th day of December, 1929.

Witness: Gertrude Holland. Harry T. Phoebus (SEAL)

Received for Record January 6th, 1933 and recorded in Liber J. M. T. No. 103, folio 342, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

ASSIGNMENT

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 the said Deals Island Bank and the hand of William B. Spiva, the President of said Bank, this 12th day of March, 1936.

Test: Eunice Pilchard. Wm. B. Spiva
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 ____, 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 14th day of March, 1936.

Test: Warren F. Sterling (SEAL)
Winifred A. Duggan. Receiver for the Deals Island Bank

Filed for Record 7th February, 1938, and recorded in Liber J. M. T. No. 103, folio 342.

Test: J. Millard Tawes, Clerk.

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

KNOW ALL MEN BY THESE PRESENTS, that we, Harry C. Dashiell, as principal, and S. Frank Dashiell and Wm. H. Thompson, as surety, all of Somerset County and State of Maryland, are held and firmly bound unto the said State of Maryland, in the full and just sum of three hundred dollars ($300.00), to be paid to the said State of Maryland, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of March, nineteen hundred and thirty eight.

WHEREAS, the above bounden, Harry C. Dashiell, under and by virtue of the power of sale contained in a mortgage from John W. Williams and Anginora Williams, his wife, to Harry T. Phoebus, dated Feby. 28, 1929, and recorded among the Land Records of said Somerset County, State of Maryland, in Liber J. M. T. No. 103 folio 342 etc., and which said mortgage was afterwards duly assigned to Harry C. Dashiell for the purpose of collection and foreclosure, and the said Harry C. Dashiell, Assignee aforesaid, 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 in the conditions and covenants therein contained.

Now therefore 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 ve boid; otherwise to be and remain in full force and virtue in law.

AS witness the hands and seals of the said parties hereto the day and year first above written.

Test:

J. Millard Tawes.

Harry C. Dashiell (SEAL)
PRINCIPAL

S. Frank Dashiell (SEAL)

Wm. H. Thompson (SEAL)

Which said bond was thus thereon endorsed, to wit:

Approved.

J. Millard Tawes, Clerk.

And thereafter to wit, on the ninth day of March, in the year nineteen hundred and thirty-eight, 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. 5126 Chancery
	)	In the Circuit Court
Under power in a mortgage from John W. Williams and Angenora Williams, his wife, to Harry T. Phoebus, assigned by said Harry T. Phoebus to Deals Island Bank, and afterwards assigned to Harry C. Dashiell for 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 John W. Williams and Angenora Williams, his wife, to Harry T. Phoebus, dated the twwnty-eighth of February, nineteen hundred and twenty nine, and recorded among the Land Records of said Somerset County, in the State of Maryland, in Liber J. M. T. No. 103 folio 342 etc., and which said mortgage was assigned to the Deals Island Bank, a body corporate by the said Harry T. Phoebus on the sixth day of December, nineteen hundred and twenty nine and was afterwards assigned by the said Deals Island Bank to Warren F. Sterling Receiver for said Deals Island Bank on March twelfth, nineteen hundred and thirty six, and 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 EASTERN SHORE REPUBLICAN, 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, he did, pursuant to said notice, attend at the Court House door, in Princess Anne, in said County, on Tuesday, the eighth day of March, nineteen hundred and thirty eight, at the hour of two o'clock P. M., and then and there proceed to sell said real estate, as follows:

Your Assignee offered all that lot of land, in Dames Quarter Election District, in said Somerset County and State of Maryland, near the "Shore Side", adjoining the land of J. Vaughn Bozman and containing one-half of an acre, more or less; and being the same land which was conveyed unto the said John W. Williams by J. Vaughn Bozman and wife by deed dated Feby. 11, 1929.

AND your said Assignee sold said real estate to S. Frank Dashiell of Somerset County, Maryland, he being the highest and best bidder therefor, at and for the sum of ten dollars ($10.00), and the saud 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 9th day of March, 1938, 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 aforegoing report are true to the best of his knowledge and belief and that the same 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. 5126 Chancery
	) In the Circuit Court
Under power in a mortgage from John W. & Angenora Williams to Harry T. Phoebus, assigned to Deals Island Bank by said Phoebus, and afterwards assigned to Harry C. Dashiell for foreclosure.	) 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 13th day of April, 1938; provided a copy of this order be inserted in some newspaper printed in said Somerset County each of three successive weeks before the 11th day of April, 1938.

The report states the amount of sales to be $10.00.

J. Millard Tawes, Clerk.

And now at this day to wit, on the fourteenth day of April, in the year nineteen hundred and thirty-eight, 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. 5126 Chancery
	) In the Circuit Court
Under power in a mortgage from John W. Williams and wife to Harry T. Phoebus and assigned.	) for Somerset County,
	) in Equity.

ORDERED, by the Circuit Court for Somerset County, in Equity, this 14th day of April, nineteen hundred and thirty eight, 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 since it appears that Harry C. Dashiell, the auditor of this Court, 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 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 Jones, Clerk.

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STATE OF MARYLAND, SOMERSET COUNTY, to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held at Princess Anne Town, in and for said County, on the first Monday in July, being the fourth day of the same month, in the year of our Lord one thousand nine hundred and thirty-eight.

Were present.

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

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

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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 Fairmount Election District, Somerset County, Maryland, assessed to Herman Ford for 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit, on the thirteenth day of April, in the year nineteen hundred and thirty-eight, a certain Carlos Bozman, Collector of state and county taxes for the Sixth Collection District of Somerset

County for the years 1932, 1933 and 1934 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 Fairmount Election District, Somerset County, Maryland, assessed to Herman Ford for 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	No. 5145 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 June 29th, 1932, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for 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 Herman Ford, in Fairmount Election District, Somerset County, Maryland, the sum of one dollars and forty-six cents, state taxes and nine dollars and thirty-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 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 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 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 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 June 30th, 1933, 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 the performance of his duties as Clerk to said Commissioners, made a true copy of said assessment lists for said county, in books supplied by said Commissioners for the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election 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 Herman Ford, in Fairmount Election District, Somerset County, Maryland, the sum of one dollars and forty-six cents state taxes, and five dollars and eighty-five cents county taxes and that said taxes were due and in arrears on the first day of January, 1934;

That in the month of August, 1933, 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 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, 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 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 on June 30th, 1934, 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 and Collector of taxes as aforesaid, in pursuance of his duties as Clerk ot 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 Herman Ford, in Fairmount Election District, Somerset County, Maryland, the sum of one dollars and twenty-nine cents state taxes, and five dollars and seventy-three cents county taxes, and that said taxes were due and in arrears on the first day of January,1935;

That in the month of August, 1934, 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, the said taxes would be collected by process of law;

That the said state and county taxes for the years 1932, 1933 and 1934 being still due and in arrears and unpaid constituted a lien upon the real estate of the said Herman Ford in Fairmount Election District, Somerset County, Maryland, and 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 and Collector, 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 the 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, April 6th, 1937, 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 Herman Ford in Fairmount Election District, Somerset County, Maryland, described as follows:

No. 15. All that lot in Fairmount Election District, Somerset County, Maryland, and improvements, adjoining the lands of Asa Ketcham, Ira Beauchamp and H. J. Kennerly, formerly owned by Chas. Coulter, containig 8 acres, more or less, and assessed to Herman Ford for 1931, 1932, 1933 and 1934, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, a body corporate, it being the highest bidder therefor, at and for the sum of forty-nine dollars and thirty-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 has 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 12th day of April, 1938, 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
IN FAIRMOUNT DISTRICT

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, April 6th, 1937, 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 Fairmount 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 interest and cost.

No. 15. All that lot in Fairmount Election District, Somerset County, Maryland, containing 8 acres, more or less, and improvements, adjoining the lands of Asa Ketcham, Ira Beauchamp and H. J. Kennerly, formerly owned by Chas. Coulter, and assessed to Herman Ford for 1931, 1932, 1933 and 1934, 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 Firmount Election District, Somerset County, Maryland, assessed to Herman Ford for 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	)	No. 5145 Chancery
	)	In the Circuit Court for
	)	Somerset County, Maryland.
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 April 6th, 1937, of land in Fairmount Election District, Somerset County, Maryland, adjoining the lands of Asa Ketcham, Ira Beauchamp and H. J. Kennerly, formerly owned by Chas. Coulter, and containing 8 acres, more or less, and assessed to Herman Ford, for 1932, 1933 and 1934, and sold for taxes due for said years, made to the County Commissioners of said Somerset County for forty-nine dollars and thirty-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 13th day of April, 1938, 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 14th day of May, 1938, 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, 1938, 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 $49.37.

James M. Crockett, Judge.

And now at this day to wit, on the sixth day of July, in the year nineteen hundred and thirty-eight, 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 this 6th day of July, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Fairmount Election District, Somerset County, Maryland, assessed to Sadie Armiger, wife of Ed. for 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit, on the thirteenth day of April, in the year nineteen hundred and thirty-eight, a certain Carlos Bozman, Collector of state and county taxes for the Sixth Collection District of Somerset

County for the years 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to Sadie Armiger, wife, of Ed., for 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	No. 5147 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 June 29th, 1932, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institution, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for 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 Sadie Armiger, wife of Edw., in Fairmount Election District, Somerset County, Maryland, the sum of three dollars and thirty-eight cents, state taxes, and twenty-one dollars and sixty cents county 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, 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 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 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 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 June 30th, 1933, 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 the performance of his duties as Clerk to said Commissioners, made a true copy of said assessment lists for said county, in books

supplied by said Commissioners for the 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 Commissioners did levy upon the property assessed to Sadie Armiger, wife of Edw., in Fairmount Election District, Somerset County, Maryland, the sum of three dollars and thirty-eight cents, state taxes and thirteen dollars and fifty cents county taxes, and that said taxes were due and in arrears on the first day of January, 1934;

That in the month of August, 1933, 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 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, 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 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 on June 30th, 1934, 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 and Collector of taxes as aforesaid, in pursuance of his duties as Clerk to said Commissioner, 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 Sadie Armiger, wife of Edw., in Fairmount Election District, Somerset County, Maryland, the sum of two dollars and ninety-seven cents state taxes, and thirteen dollars and twenty-three cents county taxes, and that said taxes were due and in arrears on the first day of January, 1935;

That in the month of August, 1934, 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, the said taxes would be collected by process of law.;

That the said state and county taxes for the years 1932, 1933 and 1934 being still due and

in arrears and unpaid constituted a lien upon the real estate of the said Sadie Armiger, wife of Edw., in Fairmount Election District, Somerset County, Maryland, and 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 and Collector, 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 the 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, April 6th, 1937, 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 Sadie Armiger, wife of Edw., in Fairmount Election District, Somerset County, Maryland, described as follows:

No. All that lot and improvements in Fairmount Election District, Somerset County, Maryland, adjoining the lands of M. P. White, Chas. Richard and E. W. Chelton, and assessed to Sadie Armiger, wife of Edw., for 1926, 1927, 1928, 1929, 1930, 1931 1932, 1933 and 1934, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, a body corporate, it being the highest bidder therefor, at and for the sum of three hundred and forty-nine dollars and ten cents, now fully paid, and a copy of said advertisement is herewith filed with said part, marked Exhibit A.

And the said Carlos Bozman, County Treasurer and Collector as aforesaid, hereby reports said sale and the proceedings has 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 12th day of April, 1938, 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
IN FAIRMOUNT DISTRICT

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, April 6th, 1937, 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 Fairmount 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 interest and cost.

No. 1. All that lot and improvements in Fairmount Election District, Somerset County, Maryland, adjoining the lands of M. P. White, Chas. Richards and E. W. Chelton, and assessed to Sadie Armiger, wife of Edw., for 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to Sadie Armiger wife of Edw., for 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County.	) No. 5147 Chancery) Somerset County,) Maryland.)
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 April 6th, 1937, of land in Fairmount Election District, Somerset County, Maryland, adjoining the lands of M. P. White, Chas. Richard and E. W. Chelton, and assessed to Sadie Armiger, wife of Edw., for 1932, 1933 and 1934, made to the County Commissioners of Somerset County, Maryland, for the sum of three hundred and forty-nine 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 13th day of April, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published in said county once in each of three successive weeks before the 14th day of May, 1938, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on before the 15th day of June, 1938, 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 $349.10.

James M. Crockett, Judge.

And now at this day to wit, on the sixth day of July, in the year nineteen hundred and thirty-eight, 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 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 this 6th day of July, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Fairmount Election District, Somerset County, Maryland, assessed to John H. Harpole for the years 1932, 1933 and 1934, 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 twenty-fifth day of April, in the) nineteen hundred and thirty-eight, a) certain Carlos Bozman, Collector of state
County Commissioners of Somerset County, Maryland. Purchaser.	) and county taxes for the Sixth Collection) District of Somerset County for the years

1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to John H. Harpole for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County.	) No. 5154 Chancery) In the Circuit Court for) Somerset County,) Maryland.
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 June 29th, 1932, 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 County Commissioners did levy upon the property assessed to John H. Harpole, in Fairmount Election District, Somerset County, Maryland, the sum of one dollar and fifty-four cents state taxes, and nine dollars and eighty-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 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 that the said Harry E. Muir, then Treasurer and Collector as aforesaid, prepared the tax bills for every taxpayer and forwarded the same by amil 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 post office residence or 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 June 30th, 1933, 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 the 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. Harpole, in Fairmount Election District, Somerset County, Maryland, the sum of one dollar and

and fifty-four cents state taxes, and six dollars and fifteen cent county taxes, and that said taxes were due and in arrears on the first day of January, 1934;

That in the month of August, 1933, 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 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 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 on June 30th, 1934, 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 of taxes 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 assement 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. Harpole in Fairmount Election District, Somerset County, Maryland, the sum of one dollar and thirty-five cents state taxes, and six dollars and three cents county taxes, and that said taxes were due and in arrears on the first day of January, 1935;

That in the month of August, 1934, 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 newspaper 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 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 the said state and county taxes for the years 1932, 1933 and 1934 being still due and in arrears and unpaid constituted a lien upon the real estate of the said John H. Harpole in Fairmount Election District, Somerset County, Maryland, and 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 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 Tuesday, April 6th, 1937, 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 H. Harpole in Fairmount Election District, Somerset County, Maryland, described as follows:

No. All that lot in Fairmount Election District, Somerset County, Maryland, containing 1½ acres, more or less, and improvements, adjoining the lands of Jno. T. Ford, Mary C. Ford and Arthur Merideth, and assessed to John H. Harpole for 1927, 1928, 1929, 1930, 1931, 1932, 1933 and 1934, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, it being the highest bidder therefor, at and for the sum of one hundred and ten dollars and eighty-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 of state and county taxes for Somerset County, Maryland, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of April, 1938, 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 their 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 FAIRMOUNT DISTRICT

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, April 6th, 1937, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land, 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. 20. All that lot of land in Fairmount Election District, Somerset County, Maryland, containing 1½ acres, more or less, and improvements, adjoining the lands of Jno. T. Ford, Mary C. Ford and Arthur Merideth, and assessed to John H. Harpole, for 1927, 1928, 1929, 1930, 1931, 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to John H. Harpole for 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for Somerset County, Maryland.	)	No. 5154 Chancery
	)	In the Circuit Court for
	)	Somerset County,
	)	Maryland.
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 April 6th, 1937, of land in Fairmount Election District, said Somerset County, containing 1½ acres, more or less, adjoining the lands of John T. Ford, Mary C. Ford and Arthur Merideth, and assessed to John H. Harpole for 1932, 1933 and 1934, made to the County Commissioners of said Somerset County for the sum of one hundred and ten dollars and eighty-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 25th day of April, 1938, 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 25th day of May, 1938, 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 June, 1938, 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 $110.83.

James M. Crockett, Judge.

And now at this day to wit, on the sixth day of July, in the year nineteen hundred and thirty-eight, 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 this 6th day of July, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Fairmount Election District, Somerset County, Maryland, assessed to Lillian B. Holloway for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore to wit, on the twenty-fifth day of April, in the nineteen hundred and thirty-eight, a certain Carlos Bozman, Collector of state and county taxes for the Sixth Collection District of Somerset County for the years 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to Lillian B. Holloway for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	No. 5155 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 June 29th, 1932, 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 County Commissioners did levy upon the property assessed to Lillian B. Holloway in Fairmount Election District, Somerset County, Maryland, the sum of one dollar 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 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, 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 post office residence or 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 June 30th, 1933, 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 Lillian B. Holloway in Fairmount Election District, Somerset County, Maryland, the sum of one dollar and no cents state taxes, and four dollars and no cent county taxes, and that said taxes were due and in arrears on the first day of January, 1934;

That in the month of August, 1933, 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 to the person, persons or corporate institution or to the agent of the person, persons or corporate institution, to whom the property in-

cluded 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 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 on June 30th, 1934, 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 of taxes 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 Lillian B. Holloway in Fairmount Election District, Somerset County, Maryland, the sum of no dollar and eighty-eight cents state taxes, and three dollars and ninety-two cents county taxes, and that said taxes were due and in arrears on the first day of January, 1935;

That in the month of August, 1934, 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 newspaper 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 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 the said state and county taxes for the years 1932, 1933 and 1934 being still due and in arrears and unpaid constituted a lien upon the real estate of the said Lillian B. Holloway in Fairmount Election District, Somerset County, Maryland, and 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 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 Tuesday, April 6th, 1937, 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 Lillian B. Holloway in Fairmount Election District, Somerset County, Maryland, described as follows:

No. 22. All that lot in Fairmount Election District, Somerset County, Maryland, containing 4 acres, more or less, and improvements, on the county road, adjoining the lands of George Hall, Asa Ketcham and Ira Beauchamp, and assessed to Lillian B. Holloway for 1929, 1930, 1931, 1932

1933 and 1934, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, it being the highest bidder therefor, at and for the sum of eighty-three dollars and forty-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 of state and county taxes for Somerset County, Maryland, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman

Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of April, 1938, 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 their 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 FAIRMOUNT DISTRICT

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, I hereby give notice that on Tuesday, April 6th, 1937, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land, 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. 22. All that lot of land in Fairmount Election District, Somerset County, Maryland, containing 4 acres, more or less, and improvements, on the county road, adjoining the lands of George Hall, Asa Ketcham and Ira Beauchamp, and assessed to Lilliam B. Holloway for 1929, 1930, 1931, 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to Lillian B. Halloway for 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	) No. 5155 Chancery) In the Circuit Court for) Somerset County,) Maryland.
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 April 6th, 1937, of land in Fairmount Election District, said Somerset County, containing 4 acres, more or less, on the county road, adjoining the lands of George Hall, Asa Ketcham and Ira Beauchamp, and assessed to Lillian B. Holloway for 1932, 1933 and 1934, made to the County Commissioners of said Somerset County for the sum of eighty-three dollars and forty-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 April, 1938, 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 25th day of May, 1938, 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 June, 1938, 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 $83.47.

James M. Crockett, Judge.

And now at this day to wit, on the sixth day of July, in the year nineteen hundred and thirty-eight, 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 this 6th day of July, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Fairmount Election District, Somerset County, Maryland, assessed to E. Pat Holland for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	Be it remembered that heretofore, to wit: on the twenty-fifth day of April, in the year nineteen hundred and thirty-eight, a certain Carlos Bozman, Collector of state and county taxes for the Sixth Collection District of Somerset County for the years 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to E. Pat Holland for the years 1932, 1933 and 1934, made and reported by Carlos Bozman, County Treasurer and Collector of taxes for said Somerset County. County Commissioners of Somerset County, Maryland. Purchaser.	No. 5156 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 June 29th, 1932, 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 County Commissioners did levy upon the property assessed to E. Pat Holland in Fairmount Election District, Somerset County, Maryland, the sum of no dollar and sixty-three cents state taxes, and four dollars and no 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 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, 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 post office residence or 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 June 30th, 1933, 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 the 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 E. Pat Holland in Fairmount Election District, Somerset County, Maryland, the sum of no dollar and sixty-three cents state taxes, and two dollars and fifty cent county taxes, and that said taxes were due and in arrears on the first day of January, 1934;

That in the month of August, 1933, 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 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 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 on June 30th, 1934, 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 of taxes 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 E. Pat Holland in Fairmount Election District, Somerset County, Maryland, the sum of no dollar and fifty-five cents state taxes, and two dollars and forty-five cents county taxes, and that said taxes were due and in arrears on the first day of January, 1935;

That in the month of August, 1934, 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 newspaper 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 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 the said state and county taxes for the years 1932, 1933 and 1934 being still due and in arrears and unpaid constituted a lien upon the real estate of the said E. Pat Holland in Fairmount Election District, Somerset County, Maryland, and 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 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 Tuesday, April 6th, 1937, 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 estates assessed to the said E. Pat Holland in Fairmount Election District, Somerset County, Maryland, described as follows:

No. 23. All that lot of land in Fairmount Election District, Somerset County, Maryland, containing 2 acres, more or less, and improvements, adjoining the lands of Jerome Landing, George Bushman, L. Walston and E. W. Chelton, and assessed to E. Pat Holland for 1932, 1933 and 1934, and sold for taxes due for said years, and sold the same to the County Commissioners of Somerset County, Maryland, it being the highest bidder therefor, at and for the sum of sixteen dollars and twenty 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 of state and county taxes for Somerset County, Maryland, hereby reports said sale and the proceedings had thereunder to this Honorable Court for ratification thereof.

Carlos Bozman
Treasurer and Collector.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of April, 1938, 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 their 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 FAIRMOUNT DISTRICT

By virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland; I hereby give notice that on Tuesday, April 6th, 1937, at or about the hour of two o'clock P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the state and county taxes levied against the hereinafter described lots or parcels of land, 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. 23. All that lot in Fairmount Election District, Somerset County, Maryland, containing 2 acres, more or less, and improvements, adjoining the lands of Jerome Landing, George Bushman, L. Walston and E. W. Chelton, and assessed to E. Pat Holland for 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to E. Pat Holland for 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of state and county taxes for said Somerset County.	) No. 5156 Chancery) In the Circuit Court for) Somerset County,) Maryland.
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 April 6th, 1937, of land in Fairmount Election District, Somerset County, Maryland, containing 2 acres, more or less, adjoining the lands of Jerome Landing, Geo. Bushman, L. Walston and E. W. Chelton and assessed to E. Pat Holland for 1932, 1933 and 1934, made to the County Commissioners of said Somerset County for the sum of sixteen dollars and twenty 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 April, 1938, 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 25th day of May, 1938, 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 June, 1938, 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 $16.20.

James M. Crockett, Judge.

And now at this day to wit, on the sixth day of July, in the year nineteen hundred and thirty-eight, 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 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 this 6th day of July, 1938, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed 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 Fairmount Election District, in Somerset County, Maryland, assessed to Annamessex Gun Club, for the years 1932, 1933 and 1934, made by Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County. Ex parte.	Be it remembered that heretofore, to wit, on the twenty-fifth day of May, in the year nineteen hundred and thirty-eight, a certain Carlos Bozman, Collector of state and county taxes for the Sixth

Collection District of Somerset County for the years 1932, 1933 and 1934, by Harry C. Dashiell, his solicitor, exhibited and filed in the Circuit Court here, a report of sales, with an affidavit thereunto annexed, which said report and affidavit so as aforesaid filed, are in the words following, to wit:

In the matter of the tax sale of real estate in Fairmount Election District, in Somerset County, Maryland, assessed to Annamessex Gun Club, for the years 1932, 1933 and 1934, made by Carlos Bozman, County Treasurer and Collector of State and County taxes for said Somerset County. Ex parte.	No. 5160 Chancery In the Circuit Court for Somerset County, in Equity.

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

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

That on the thirtieth day of June, nineteen hundred and thirty two, theCounty 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 the said levy was made, 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 lists for said County in books supplied by said County Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions as the same appears 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 the Annamessex Gun Club, in Fairmount Election District, in said Somerset County, Maryland, the sum of fifty five cents state taxes, and three dollars and fifty 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 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 for every tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institutions, or to the agent of the person or persons or corporate institutions to whom the property included in such bills was assessed so far as their residence or post office address was known or ascertained by 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 on the first day of July, nineteen hundred and thirty three, the said County Commissioners made a annual levy of state and county taxes upon the taxable property in said County and that sixty days after the said levy was made, Harry E. Muir, then County Treasurer of said County, in pursuance of his duties as Clerk to said County Commissioners made a true copy of the assessment lists for said County in books supplied by said County Commissioners for said purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of 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 the Annamessex Gun Club in Fairmount Election District, said County and State, the sum of fifty five cents, state taxes and the sum of two dollars and twenty one cents, county taxes, and that said taxes were due and in arrears on the first day of January, nineteen hundred and thirty four.

That in the month of August, nineteen hundred and thirty three, 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 the said Harry E. Muir, then County Treasurer as aforesaid, prepared the tax bills for every tax payer 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 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 is 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 on the thirtieth day of June, nineteen hundred and thirty four, 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 the said levy was made, the said Harry E. Muir, then County Treasurer as aforesaid, in pursuance of his duties as Clerk to said County Commissioners, made a true copy of the assessment list for said County in books supplied by the County Commissioners for that 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 institutions.

That by said levy the said County Commissioners did levy upon the property of the Annamessex

Gun Club in Fairmount Election District, in said Somerset County, Maryland, the sum of forty eight cents state taxes, and the sum of two dollars and seventeen cents county taxes, and that said taxes were due and in arrears on the first day of January, nineteen hundred and thirty five.

That in the month of August, nineteen hundred and thirty four, 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 at Princess Anne, Maryland, and the Crisfield Times, published at Crisfield, Maryland, and the said Harry E. Muir, then County Treasurer as aforesaid, prepared the tax bills for every tax payers and forwarded the same by mail or delivered the same to the person or 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 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 1932, 1933 and 1934, being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Annamessex Gun Club, in Fairmount Election District, in said Somerset County, Maryland, and I, the said Carlos Bozman, who in the meantime had become County Treasurer and Collector for said County, finding 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 weekly 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 that I, the said Carlos Bozman, County Treasurer and Collector as aforesaid, in pursuance of said notice and advertisement, did on Tuesday, April 6, 1937, at or about the hour of 2 o'clock P. M., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction, for cash, all that tract or parcel of land, being the real estate assessed to the Annamessex Gun Club, in Fairmount Election District, in said Somerset County, Maryland, described as follows:

No. 2. All that tract of marsh land, containing 21 acres, more or less, adjoining the lands of Wm. Adams, formerly owned by Ira Beauchamp, and assessed to Annamessex Gun Club for 1932, 1933 and 1934, and sold for taxes due for said years.

And sold the said real estate so assessed as aforesaid to Benjamin O. Hills and Lester Laws of Wicomico County and State of Maryland, they being then and there the highest bidders therefor, at and for the sum of fifteen dollars ($15.00), which said sum they have fully paid; and a copy of said advertisement of sale 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
of State and County Taxes.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of May, nineteen hundred and thirty eight, 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 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.

R. Mark White
Justice of the Peace

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

TREASURER'S SALE FOR TAXES IN FAIRMOUNT 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 Tuesday, April 6, 1937, 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 Fairmount 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. 2. All that tract of marshland, containing 21 acres, more or less, adjoining the lands of Wm. Adams, formerly owned by Ira Beauchamp, and assessed to Annamessex Gun Club for 1932, 1933 and 1934, 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 Fairmount Election District, Somerset County, Maryland, assessed to the Annamessex Gun Club, for the years 1932, 1933 and 1934, reported by Carlos Bozman, County Treasurer and Collector of taxes for Somerset County.	No. 5160 Chancery
	In the Circuit Court
	for Somerset County,
Benjamin O. Hills and Lester Laws, Purchasers Ex parte	In Equity.

The annexed and aforegoing 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 April 6, 1937, of land in Fairmount Election District, in said Somerset County, adjoining the lands of Wm. Adams, formerly owned by Ira Beauchamp, assessed to Annamessex Gun Club for the years 1932, 1933 and 1934, made to Benjamin O. Hills and Lester Laws, for the sum of Fifteen Dollars 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 May, nineteen hundred and thirty eight, by the Circuit Court for Somerset County, 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 25th day of June, nineteen hundred and thirty eight, 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 July, nineteen hundred and thirty eight, to show cause, if any they have, why said sale should not be ratified and confirmed.

The report states the amount of sales to be $15.00.

James M. Crockett
Judge.

And now at this day to wit, on the third day of August, in the year nineteen hundred and thirty-eight, 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 Marylander & Herald, a weekly newspaper published in Somerset County, Maryland, 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 third day of August, nineteen hundred and thirty eight, by the Circuit Court for Somerset County, in Equity, that the aforegoing report of sales

and the sale therein reported be and the same are hereby finally ratified and confirmed.

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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