STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in May, being the 6th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-seven.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge.
Hon. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Benjamin L. Barnes, Clerk.

In the matter of the tax sale of real estate in Tangier Election District, Somerset County, Maryland, assessed to Henry A. Jones' Heirs for the years 1953, 1954, 1955 made and reported by Carlos Bozman, County Treasurer and Collector.

W. Roland Parks & Elden Welling, Sr., Purchasers

) Be it remembered that heretofore to wit, on the seventh day of May, in the year nineteen hundred and fifty-six, a certain Carlos Bozman, County Treasurer and Collector of State and County Taxes, by Harry C. Dashiell, filed in Court here, Report of Sales, Order Nisi and Final Order of Court, which said Report of Sales, Order Nisi and Final Order of Court are 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 Assegembly of Maryland, I hereby give notice that on Tuesday. April 3, 1956, 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 thos lots or parcels of land, situate, lying and being in Somerset County, Maryland, more particulary described hereafter, to pay and satisfy the State and County taxes, leavied against the said lots or parcels of land and charged to and due from same, together with the cost of sale.

1. All that log of parcel of land in Tangier Election District, Somerset County, Maryland, with the improvements thereon bounded on the north by Gus Price, on the East by the County road, on the south by the M. E. Parsonage and Albert Anderson and on the west by William Wheatley and containing 10½ acres more or less and assessed to Henry A. Jones' heirs for the years 1953, 1954, and 1955 and sold for the taxes due and in arrears.

CARLOS BOZMAN
County Treasurer

EXHIBIT "A"

In the matter of the tax sale of real estate in Tangier Election District, Somerset County, Maryland, assessed to Henry A. Jones' Heirs for the years 1953, 1954, 1955 made and reported by Carlos Bozman, County Treasurer and Collector.
W. Roland Parks and Elden Welling, Sr.
Purchasers.

) No. 7200 Chancery
) In the Circuit Court
) for Somerset County,
) Maryland, in Equity

To the Honorable, the Judges of the said Court:

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

That on June 30th 1953, 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 was made, Carlos Bozman County Treasurer of said County, made a

true copy of the assessment lists for said County in books supplied by said County Commissioners for the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each 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 theproperty assessed to Henry A. Jones' Heirs in Tangier Election District, Somerset County, Maryland, the sum of No dollars and fifty cents State taxes, and thirteen dollars and seventy-five cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1954.

That in the month of August, 1953 the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer, and Collector as aforesaid, prepared the tax bills of every taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30th, 1954, 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 was made, Carlos Bozman, County Treasurer of said County, made a true copy of the assessment lists for said County in books supplied by said County Commissioners for the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Henry A. Jones' Heirs in Tangier Election District, Somerset County, Maryland, the sum of No dollars and forty-seven cents State taxes, and thirteen dollars and seventy-eight cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1955.

That in the month of August, 1954, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, 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 bo be charged on all tax bills, and a notice that if said taxes were not paid on ir befire the first day of January next succeeding said

notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30th, 1955, 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 sicty days after said levy was made, Carlos Bozman, County Treasurer of siad County, made a true copy of the assessment lists for daid County in books supplied by said County Commissioners for the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Henry A. Jones' Heirs in Tangier Election District, Somerset County, Maryland, the sum of No. dollars and ninety-two cents State taxes, and fifteen dollars and three cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1955.

That in the month of August, 1954, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of every tax payer and forwarded the same by mail or delivered the same to the person or persons or corporate institutuions, 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That the said State and County taxes for the yeare, 1953, 1954, and 1955, being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Henry A. Jones' heirs in said Tangier Election District, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of the said real estate (the said real extate not being susceptaible or capable of partition or division in the judgement of the said County Treasurer), did advertise the whole of waid real estate in the "Marylander and Herald", a weekly newspaper published in said Somerset County, once in each of four successive weeks before the day of sale, and also by notice set up at the Court House door, in Princess Anne, in said County, giving notice of the time, place, manner and terms of sale, the year or years for which the 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 3, 1956, at or about the hour of 2 o'clock p.m., at the Court House door in Princess Anne, Maryland, proceed to sell at public auction for cash, all that lot, tract, or parcel of land, being the real estate assessed to Henry A. Jones' heirs, in said election district, as follows:

1. All that lot or parcel of land in Tangier Election District, Somerset County, Maryland, with the inprovements thereon bounded on the north by Gus Price, on the east by the County road, on the south by the M. E. Parsonage and Albert Anderson and on the west by William Wheatley and containing 10½ acres more or less and assessed to Henry A. Jones' heirs for the years 1953, 1954, and 1955 and sold for the taxes due and in arrears.

AND sold the same to W. Roland Parks and Elden Welling, Sr., of Somerset County and State of Maryland, they being the highest and best bidders there for, at and for the sum of nine hundred and seventy five dollars ($975.00), 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 hereof.

ALL of which is respectfully submitted,

Carlos Bozman

County Treasurer and Collector of State and County Taxes.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that in this 4th day of May, in the year nineteen hundred and fifty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer, and Collector of the State and County Taxes for said 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 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.

Gertrude H. Bozman
NOTARY PUBLIC

SEAL OF NOTARY

In the matter of the tax sale of the real estate in Tangier Election District, Somerset County, Maryland, assessed to Henry A. Jones' heirs, for the years 1953, 1954, and 1955; made and reported by Carlos Bozman, County Treasurer and Collector of State and County Taxes for said Somerset County

W. Roland Parks and Elden Welling, Sr.
PURCHASERS

No. 7200 Chancery

In the Circuit Court For Somerset County, 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 3, 1956, of land in Tangier Election District, said County and State, containing 10½ acres, more or less, with improvments thereon, bounded on the north by Gus Price, on the east by the County road, on the south by the M. E. Parsonage and Albert Anderson and on the west by William Wheatley and assessed to Henry A. Jones' heirs for the years 1953, 1954, and 1955 and sold to W. Roland Parks and Elden Welling, Sr. at and for the sum of nine hundred and seventy five dollars ($975.00) now fully paid, having been presented to the Court and being examined, and appearing to be regular, and it appearing that the provisions of the law in relation thereto have been complied with ---

IT IS THEREUPON, this 7th day of May, 1956, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice by given in one of the newspapers, published in said Somerset County, once in each of three successive weeks, before the 7th day of June, 1956, warning all persons interested in said property to be and appearing this Court, in person or by solicitor, on or before the 9th day of July, 1956, 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 $ 975.00.

E. McMaster Duer
Judge

It having been proven 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 be the contrary having been shown, it is hereby adjudged, ordered and decreed this 8th day of May, 1957, 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.

E. McMaster 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: Benjamin L. Baines , Clerk

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In the Matter of the Tax Sale of Real Estate in Fairmount Election District, Somerset County, Maryland, Assessed to Janes Miles. Sold to Harold Walston

Be it remembered that heretofore to wit, on the seventh day of May, in the year nineteen hundred and fifty-six, a certain Carlos Bozman, County Treasurer and Collector of State and County taxes, by Jones & Jones, filed in Court here, Report of Sale, Order Nisi and Final Order, which said Report of Sale, Order Nisi and Final Order 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 Jane Miles for the years 1951-1955 made and reported by Carlos Bozman, County Treasurer and Collector. Harold Walston, Purchaser.

No. 7201 Chancery
In the Circuit Court for Somerset County, Maryland
In Equity

To the Honorable, the Judges of the said Court:

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

That on June 30, 1951, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each 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 Jane Miles in Fairmount Election District, Somerset County, Maryland, the sum of no dollars and two cents State taxes, and no dollars and sixty cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1952.

That in the month of August, 1951, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the .....a newspaper published in Princess Anne, Maryland, and in the Crisfield, Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer, and Collector as aforesaid, prepared the tax bills of every taxpaper 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1952, 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 was made, Carlos Bozman 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each 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 Jane Miles in Fairmount Election District, Somerset County, Maryland, the sum of no dollars and three cents State Taxes, and no dollars and sixty-six cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1953.

That in the month of August, 19..., the said, ... , County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the .....a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1953, 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 was made, Carlos Bozman 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Jane Miles in Fairmount Election District, Somerset County, Maryland, the sum of no dollars and two cents State taxes, and no dollars and sixty-six cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1954.

That in the month of August, 1953, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the.....a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1954, 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 was made, Carlos Bozman 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Jane Miles in Fairmount Election District, Somerset County, Maryland, the sum of no dollars and two cents State taxes, and no dollars and sixty-six cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1955.

That in the month of August, 1954, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the.....a newspaper published in Princess Anne, Maryland, and in the Crisfield,Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1955, 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 was made, Carlos Bozman 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Jane Miles in Fairmount Election District, Somerset County, Maryland, the sum of no dollars and four cents State taxes, and no dollars and seventy-two cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1956.

That in the month of August, 1955, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the.....a newspaper published in Princess Anne, Maryland, and in

the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That the said State and County taxes for the years 1951, 1952, 1953, 1954 and 1955 being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Jane Miles, in said Fairmount Election District, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of the said real extate (the said real estate not being capable of division or partition in the judgment of said County Treasurer) did advertise the whole of said real estate in the Crisfield Times, a weekly newspaper published insaid Somerset County, once in each of four successive weeks before the day of sale, and also by notice set up at the Court House door, in Princess Anne, in said County, giving notice of the time, place, manner and terms of said sale, the year or years for which the 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 April 3, 1956, 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 Jane Miles in said election district, as follows:

2. All that lot or parcel of land in Fairmount Election District, said County and State, and bounded on the north by the Ern. Chelton property, bounded on the east by the county road and on the south by John H. Washington, and containing 3/4 acre, more or less, and assessed to Jane Miles for the years 1951, 1952, 1953, 1954 and 1955 and sold for taxes due for said years and sold the same to Harold Walston, he being then and there the highest bidder therefor, at and for the sum of forty dollars, which he has fully paid, and a copy of said advertisement is herewith filed as part of this report, marked Exhibit A.

And the 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.

All of Which is respectfully submitted,

Carlos Bozman

County Treasurer and Collector of State and County taxes

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 7th day of May, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of State and County Taxes for said Somerset County, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief.

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

Gertrude H. Bozman
Notary Public

SEAL OF NOTARY

EXHIBIT A

TREASURER'S SALE FOR TAXES

Under and by virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the Acts of the General Assembly of Maryland, I hereby give notice that on Tuesday, April 3, 1956, at or about the hour of 2:00 P. M., at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash, all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the State and County taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with the interest and costs thereon.

2. All that lot or parcel of land in Fairmount Election District, said County and State and bounded on the north by the Ern. Chelton property, bounded on the east by the county road and on the south by John H. Washington and containing 3/4 acre, more or less, and assessed to Jane Miles for the years 1951, 1952, 1953, 1954, 1955 and sold for the taxes due and in arrears for said years.

CARLOS BOZMAN

County Treasurer for Somerset County, Maryland

In the matter of the tax sale of real estate in Fairmount Election District, Somerset County, Maryland, assessed to Jane Miles for the years 1951, 1952, 1953, 1954 and 1955, made and reported by Carlos Bozman, County Treasurer and Collector	:	No. 7201 Chancery In the Circuit Court for Somerset County, Maryland in Equity.
Harold Walston, 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 3, 1956, of land in Fairmount Election District, Somerset County, Maryland, size 3/4 acre with improvements thereon, on the county road adjoining the lands of Ern. Chelton and John H. Washington and assessed to Jane Miles for the years 1951, 1952, 1953, 1954 and 1955, made to Harold Walston for the sum of forty 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 7th day of May, 1956, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published in Somerset County once in each of three successive weeks before the 1st day of June, 1956, 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 August, 1956, to show cause, if any they have, why said sale shall not be ratified and confirmed.

The report states the amount of sale to be forty dollars ($40.00).

E. McMaster Duer
Judge

It having been proved to the Court in the above entitled cause that notice has been given by publication of the Order Nisi heretofore passed in this cause in The Crisfield Times, a weekly newspaper published in said Somerset County, according to the terms of said Order Nisi, and no objections having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 8th day of May, 1957, 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.

E. McMaster 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: Benjamin L. Baines, Clerk

SETH P. TAYLOR, Assignee for Foreclosure of Mortgage to Charles S. Pilchard.

From

HENRY MESSICK AND ALTA E. MESSICK, his wife.

) Be it remembered that heretofore to wit,
) on the twenty-seventh day of March in the
) year, nineteen hundred and fifty-seven, a
) certain Seth P. Taylor, Attorney, Assignee,
) of Wicomico County and State of Maryland,
) exhibited and filed in the Circuit Court here,
) an original of a certain mortgage and

assignment of mortgage, which said original of Mortgage and Assignment are in the words following, to wit:

Seth P. Taylor, Assignee for Foreclosure of mortgage to Charles S. Pilchard from Henry Messick and Alta E. Messick, his wife

No. 7293 Chancery
In the Circuit Court for
Somerset County, Maryland

THIS MORTGAGE, Made this 18th day of November, in the year nineteen hundred and fifty-five, by Henry Messick and Alta E. Messick, his wife, of Somerset County, hereinafter called the mortgagors.

WHEREAS, the said mortgagors are indebted unto Charles S. Pilchard of Worcester County, Maryland, hereinafter called the mortgagee, in the full and just sum of eleven hundred dollars, with interest therefrom from date at the rate of six per cent. per annum, which said indebtedness is further evidenced by the bill obligatory of the said mortgagors of even date herewith payable to the order of the said mortgagee in the principal amount of eleven hundred dollars one year after date with interest from date at the rate of six per cent. per annum, payable annually, as aforesaid, and the said mortgagors are desirous further to secure the payment of which said bill obligatory, principal and interest, wherefore, these presents are executed.

NOW, therefore, this mortgage witnesseth that in consideration of the premises and of the sum of one dollar, receipt whereof is hereby acknowledged, the said Henry Messick and Alta E. Messick, his wife, do hereby grant and convey unto the said Charles S. Pilshard all that lot or parcel of land lying and being situate on the easterly side of the county road leading from Princess Anne, to Dames Quarter Creek, in Somerset County, Maryland, adjoining the land of Benjamin Messick, and being all and the same property which was conveyed unto the said Henry Messick and Alta E. Messick, his wife, as tenants by the entireties, by Thomas Guy Corbin, unmarried, by deed dated August 31, 1955, recorded among the land records of said Somerset County, Maryland, in Liber B.L.B. No. 172, folio 593, to which said deed and to the references therein contained reference is hereby made for a more particular 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 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 personal representatives or assigns, or John S. Whaley or William H. Price, 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 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 whoeven 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least eleven hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said mortgagee, his, personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said 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: Henry Messick (SEAL)

Edith B. Carmean Alta E. Messick (SEAL)

STATE OF MARYLAND, Worcester COUNTY, to wit:

I HEREBY CERTIFY, That on this 16th day of November in the year nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County personally appeared Henry Messick and Alta E. Messick the mortgagors named in the foregoing mortgage and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Charles S. Pilchard, the mortgagee named in the foregoing mortgage, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

In testimony whereof I hereunto set my hand and affix my notarial seal the day and year first herein written.

Edith B. Carmean
Notary Public.

STATE STAMP $1.10.

Received for Record Nov. 18, 1955 and recorded in Liber B.L.B. No. 173, Folio 460, one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk.

ASSIGNMENT

I hereby assign the within mortgage to Seth P. Taylor for the purpose of foreclosure and collection.

Witness my hand and seal this 9th day of March, 1957.

Test: Chas. S. Pilchard (SEAL)
Charlotte C. Taylor

Filed for Record March 27, 1957 and recorded in Liber B.L.B. No. 173, Folio 462.

Test: Benjamin L. Barnes, Clerk

And thereafter to wit, on the twenty-third day of April, in the year nineteen hundred and fifty-seven, the said Seth P. Taylor, Attorney, exhibited and filed in the Circuit Court here a Statement of Mortgage Claim, which said Statement of Mortgage Claim is in the words following, to wit:

SETH P. TAYLOR, Assignee for Foreclosure of mortgage to Charles S. Pilchard	:	No. 7293 Chancery
	:	In the Circuit Court for
from	:	Somerset County, Maryland
HENRY MESSICK AND ALTA E. MESSICK, his wife	:	

STATEMENT OF MORTGAGE CLAIM of Charles S. Pilchard, mortgagee, dated November 18, 1955, and recorded among the Land Records for Somerset County, Maryland in Liber B.L.B. No. 173, Folio 460.

PRINCIPAL	$ 1,100.00
INTEREST on same at 6%, from date	100.00
TAXES due for 1956 to County and State	20.15
TOTAL AMOUNT OF PRINCIPAL, INTEREST AND TAXES DUE	$ 1,220.15

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of April, in the year Nineteen Hundred and Fifty-seven, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Seth P. Taylor, Assignee for Foreclosure, and

made oath in due form of law that the aforegoing is a true statement of the amount remaining due on the mortgage claim described herein, and that Charles S. Pilchard has not received any security or satisfacton therefor.

AS WITNESS my hand and Notarial Seal the day and year last above written.

Benjamin L. Barnes

And thereafter to wit, on the twenty-third day of April, in the year nineteen hundred and fifty-seven, the said Seth P. Taylor, Attorney, filed in Court here a bond, which said bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Seth P. Taylor, of Wicomico County, State of Maryland, as Principal, and Charles S. Pilchard, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred Dollars ($1,500.00), current money to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23 day of April, Nineteen Hundred and Fifty-seven;

WHEREAS, by virtue of a power of sale contained in a mortgage from Henry Messick and Alta E. Messick, his wife, to Charles S. Pilchard, bearing date on or about the 18th day of November, 1955, the said Seth P. Taylor is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. and whereas, default has been made in the payment of the interest and principal aforesaid, and the said Seth P. Taylor is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Seth P. Taylor 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 such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Seth P. Taylor, Principal (SEAL)

Chas. S. Pilchard, Surety (SEAL)

Benjamin L. Barnes

And thereafter to wit, on the first day of May, in the year nineteen hundred anf fifty-seven, was filed in the Circuit Court here a Report of Sale, Order Nisi and Final Order of Ratification, which said Report of Sale, Order Nisi and Final Order of Ratification are in the words following, to wit:

SETH P. TAYLOR, Assignee for Foreclosure of mortgage to Charles S. Pilchard	:	No. 7293 Chancery
from	:	In the Circuit Court for
HENRY MESSICK AND ALTA E MESSICK, his wife	:	Somerset County, State of Maryland

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Seth P. Taylor, Assignee for Foreclosure of mortgage to Charles S. Pilchard, from Henry Messick and Alta E. Messick, his wife, dated November 18, 1955, and recorded among the Land Records of Somerset County, Maryland, in Liber BLB No. 173, Folio 460, under and by virtue of the power of sale therein contained to make sale of certain real estate therein mentioned, default having been made in the payment of the money secured to be paid by the said mortgage, and in the payment of interest thereon, and in other covenants and conditions of the said mortgage, whereby the entire mortgage debt has become due and payable, respectfully shows:

That after having given bond with security for the faithful performance of his trust

and having complied with all other requisites as required by law and the said power of sale contained in said mortgage, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Marylander and Herald, a daily newspaper published in said Somerset County, once a week, for at least twenty days before the day of sale, as will appear by reference to the hereto attached certificate of publication of said notice of sale, he did, pursuant to said notice, attend at the front door of the Court House in Princess Anne, Somerset County, Maryland, on the 23rd day of April, 1957, at two o'clock P.M., and then and there proceeded to sell said property mentioned in said mortgage in the manner following, that is to say:

This Addignee for foreclosure of mortgage, aforesaid, under and by virtue of the power of sale contained in the mortgage aforesaid, offered at public sale to the highest bidder the parcel of land described in said mortgage as follows:

ALL that lot or parcel of land lying on the East side of the county road leading to Dames Quarter Creek adjoining the land of Benjamin Messick, containing 2 acres of land and marsh land, more or less, and being all that part of the land which was conveyed to Edwin H. Ford by John W. Carew and wife by deed dated May 19, 1886 and recorded among the Lnad Records for Somerset County, Maryland in Liber HFL. No. 4, Folio 186, which lies on the east side of said road, and being a part of the land mentioned and described as "Fourth", in the deed to Isaac Frederick Phoebus and Bernice W. Phoebus from Charles J. Hopkins and Oscar Lee Ford, Trustees, dated December 23, 1920 and recorded in Liber WJS, No. 81, Folio 539, and being also the same property which by deed dated March 31, 1921, and recorded in Liber WJS No. 84, Folio 570, was granted and conveyed unto Jesse Messick and Susan Messick, his wife, the said Jesse Messick and Susan Messick having departed this life leaving as their sole heirs at law the following childred: Mary Ward, Cora Revell, Margie Lively, John Messick and Henry Messick and being all the same real estate which was granted and conveyed unto Thomas Guy Corbin, unmarried, from Mary Ward, widow, et als by deed dated January 24, 1955 and recorded as aforesaid in Liber No. 170 Folio 94, and being all the same land which was conveyed to Henry Messick and Alta E. Messick, his wife, as tenants by the entireties with right of survivorship, by deed dated August 31, 1955, from Thomas Guy Corbin, and recorded as aforesaid in Liber B.L.B. No. 172, Folio 593.

And this Assignee for Foreclosure of mortgage, aforesaid, under and by virtue of the power contained in said mortgage, sold the above described property to Charles S. Pilchard, of Somerset County, Maryland for the sum of Six Hundred Dollars ($600.00), he being at that sum the highest bidder therefor, the terms of sale being cash, and the said purchaser will comply with said terms upon the final ratification of said sale.

RECEIPTS

April 23, 1957	To amount of sale		$ 600.00

DISBURSEMENTS

Seth P. Taylor, Solicitir's Appearance fee	10.00	
Seth P. Taylor, Attorney's fee	25.00	
Seth P. Taylor, Commissions as per Rule of Court	53.00	
Auctioneer's Fee - Seth P. Taylor -	NIL	
Benjamin L. Barnes, Clerk's costs	28.00	
Marylander and Herald Notice of Sale and Nisi	62.68	
Charles S. Pilchard for mortgage Principal as per statement of mortgage claim	1,100.00	
Charles S. Pilchard, interest on same at 6% from November 18, 1955	100.00	
State and County taxes due for 1956	20.15	
	$1,398.83	$ 600.00
DEFICIENCY		$ 798.83

Respectfully submitted,

Seth P. Taylor, Assignee for Foreclosure

STATE OF MARYLAND

COUNTY OF WICOMICO

I HEREBY CERTIFY, that on the 30th day of April, in the year Nineteen Hundred and Fifty-seven, before me, the Subscriber, Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Seth P. Taylor, Assignee for Foreclosure of mortgage, aforesaid, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale and the distribution of the proceeds thereof, are true and correct to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS BY hand and Notarial Seal the day and year last above written.

SEAL OF NOTARY

Mary N. Shockley
Notary Public

SETH P. TAYLOR, Assignee for Foreclosure of mortgage to Charles S. Pilchard : No. 7293 Chancery

from : In the Circuit Court for

HENRY MESSICK AND ALTA E. MESSICK, his wife : Somerset County, State of Maryland

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ORDER NISI

ORDERED, by the Circuit Court for Somerset County and State of Maryland, this 1st day of May, in the year Nineteen Hundred and Fifty-seven, that the sale and the distribution of the funds arising from said sale, and reported by Seth P. Taylor, Assignee for Foreclosure of mortgage, under power contained in said mortgage to make said sale, be ratified and confirmed unless cause to the contrary be shown on or before the 27th day of May 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 day of 25th May, next.

The Report states the amount of sale to be Six Hundred Dollars ($600.00).

Benjamin L. Barnes, Clerk

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this 1st day of June, in the year Nineteen Hundred and Fifty-seven, that the sale and the distribution of the funds arising from said sale, made and reported by Seth P. Taylor, Assignee for Foreclosure of mortgage, aforesaid, under power contained in said mortgage be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause.

E. McMaster 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: Benjamin L. Barnes ,Clerk

May Term, 1957

John G. Heus
T/A John G. Heus & Sons
Funeral Directors

vs.

Orrison M. Hurd, Jr. and
Marian Mezitti

) Be it remembered that heretofore, to wit, on the twenty-
) third day of July, in the year nineteen hundred and fifty-
) six, a certain L. Creston Beauchamp, for and on behalf of
) John G. Heus, exhibited and filed in the Circuit Court here
) a Creditor's Bill and Order of Publication, which said
Creditor's Bill and Order of Publication, are in the words
following, to wit:

John G. Heus T/A John G. Heus & Sons Funeral Directors 319 Main Street Fort Lee, New Jersey	:	No. 7231 Chancery
vs.	:	In the Circuit Court for
Orrison M. Hurd, Jr., of New York, New York, and Marian Mezitti, of Fairmount, Maryland, and Edgar A. Jones, Administrator c.t.a., Princess Anne, Maryland.	:	Somerset County, Maryland.

TO THE HONORABLE, THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND, IN EQUITY:

The bill of complaint of John G. Heus, T/A John G. Heus & Sons, 319 Main Street, Fort Lee, New Jersey, who sues as well for himself as for all other creditors of Orrison M. Hurd, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

1. That your orator is an undertaker and as such furnished a coffin and incurred other necessary expenses in the burial of the said Orrison M. Hurd, which said funeral expenses amounted to five hundred four dollars, as will more fully appear by reference to a sworn account thereof, filed as a part of this bill, marked Exhibit A.

2. And that the said Orrison M. Hurd, being so indebted as aforesaid unto your orator and also unto divers other persons, and having no personal estate of any value, departed this life on or about the 27th day of September, 1955, leaving a last will and testament dated February 1, 1930, and recorded among the Testamentary Records of Somerset County, Maryland, in Liber No. 36, folio 32, and leaving real estate of considerable value in Fairmount Election District, Somerset County, Maryland, and leaving all of his property unto his two children, Orrison M. Hurd, Jr., of New York, New York, and Marian Mezitti, of Fairmount, Somerset County, Maryland as his only heirs at law.

3. And that the said Edgar A. Jones was appointed and has duly qualified as administrator c.t.a. of the said Orrison M. Hurd Estate.

4. Your orator further charges that administration is being had on the personal estate of the said Orrison M. Hurd, deceased, but the same is not sufficient to pay the costs of administration and the debts due and owing by the said Orrison M. Hurd at the time of his death, and your orator is advised that he is entitled to have the real estate sold to satisfy his debt and the other debts against the estate, but your orator is unable to obtain adequate relief without the aid of this Hororable Court.

To the end therefore:

A. That the defendants hereinafter named may answer the several matters and things hereinbefore set forth.

B. That the aforesaid Real estate or so much thereof as may be necessary may be decreed to be sold for thepayment of the aforesiad debt of your orator, and of the other creditors of the said deceased.

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

May it please your Honor to grant unto your orator the order of publication giving notice to the said Orrison M. Hurd, Jr., who is a non-resident of the State 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 the State of Maryland of subpoena, directed to the said Marian Mezitti, adult, of Somerset County, Maryland, commanding her to be and appear in this Court, in person or b y solicitor, on some certain day to be named therein, to show cause, if any they hag, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Complainant

John G. Heus T/A/ John G. Heus & Sons 319 Main Street Fort Lee, New Jersey	:	No. 7231 Chancery
	:	In the Circuit Court for
	:	Somerset County,
vs.	:	Maryland
Orrison M. Hurd, Jr., of New Your, New York, and Marian Mezitti, of Fairmount, Maryland, and Edgar A. Jones, Administrator c.t.a., Princess Anne, Maryland.	:	
	:	
	:	
	...:...	

The object of this suit is to procure a decree for the sale of certain r eal estate in Fairmount Election District, Somerset County, Maryland, of which Orrison M. Hurd died seized and possessed.

The bill states that the said Orrison M. Hurd departed this life on or about the 27th day of Septemter, 1955, leaving a last will and testament dated February 1, 1930, and recorded among the Testamentary records of Somerset County, Maryland, in Liber No. 36, folio 32, and leaving real estate of considerable value in Fairmount Election District, Somerset County, Maryland; that the plaintiff is an undertaker, and as such furnished a coffin and incurred other necessary expenses in the burial of the said Orrison M. Hurd, amounting to the sum of five hundred four dollars, which said sum being for funeral expenses is a debt against the decedent; that the said Orrison M. Hurd left surviving him as his only heirs at law, a son, Orrison M. Hurd, Jr., and a daughter, Marian Mezitti; that Edgar A. Jones was appointed and has duly qualified as administrator c.t.a. of the said Orrison M. Hurd Estate; that administration is being had on the personal estate of the said Orrison M. Hurd, deceased, but the same is not sufficient to pay the costs of administration and the debts due and owing by the said Orrison M. Hurd at the time of his death; that the said Orrison M. Hurd, Jr. is a non-resident of the State of Maryland; and that Marian Mezitti is a resident of Somerset County, Maryland.

It is thereupon, this 23 day of July, 1956, ordered by the Circuit Court for Somerset Cougty, Maryland, in Equity, that the plaintiff, by causing a copy of this order to be published in some newspaper published in said Somerset County once in each of four successive weeks before the 25th day of Aug., 1956, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 17th day of Sept., 1956, to show cause, if any they have, why a decree ought not to be passed as prayed.

Benjamin L. Barnes
Clerk

And on the same day the following subpoenas were issued, which said subpoenas, with their returns, thereon, are in the words following to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Marian Mezitti
Fairmount, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defe..se to be filed to the Complaint of John G. Heus T/A John G. Heus & Sons, Funeral Directors, 319 Main Street, Fort Lee, New Jersey, agninst you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of July Nineteen Hundred and Fifty-six. Issued the 23rd day of July, 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena, Personal Attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Md.

Benjamin L. Barnes
Clerk

RETURN:

Summoned and copy of Subpoena and Bill left with defendant 7/24/56.

Isaac H. Dorsey, Sheriff

Edwin B. Muir, Deputy

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Edgar A. Jones, Administrator c.t.a.
Princess Anne, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of John G. Heus T/A John G. Heus & Sons, Funeral Directors, 319 Main Street, Fort Lee, New Jersey, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of July Nineteen Hundred and Fifty-six. Issued the 23rd day of July 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Maryland

Benjamin L. Barnes, Clerk

RETURN:

"Summoned and copy of Subpoena and Bill left with defendant 7/26/57".

Isaac H. Dorsey, Sheriff

Edwin B. Muir, Deputy

And thereafter, to wit, on the seventh day of August, in the year Nineteen Hundred and Fifty-six, was filed in Court here the Answer of Edgar A. Jones, Administrator c.t.a., which said answer is in the words following:

John G. Heus T/A John G. Heus & Sons Funeral Directors 319 Main Street Fort Lee, New Jersey	:	No. 7231 Chancery In the Circuit Court for Somerset County, Maryland
vs.	:	
Orrison M. Hurd, Jr., of New York, New York, and Marian Mezitti, of Fairmount, Maryland, and Edgar A. Jones, Administrator c.t.a., Princess Anne, Maryland	:	

To the Honorable, the Judges of said Court:

The answer of Edgar A. Jones, Administrator c.t.a. of the Estate of Orrison M. Hurd, late of Somerset County deceased, to the bill of complaint in the above entitled cause against him and others in this Court exhibited.

1. This defendant admits the matters and facts set forth in the first paragraph of the said bill of complaint.

2. This defendant admits the matters and facts set forth in the second paragraph of the said bill of complaint.

3. This defendant admits the matters and facts set forth in the third paragraph of the said bill of complaint.

4. This defendant admits the matters and facts set forth in the fourth paragraph of the said bill of complaint.

This defendant, therefore, consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.

Alexander G. Jones
Solicitor for Edgar A. Jones,
Administrator c.t.a. of the
Estate of Orison M. Hurd

I hereby certify that I have mailed a copy of the aforegoing answer to L. Creston Beauchamp, Attorney for Plaintiff, at Princess Anne, Maryland, this 7th day of August, 1956.

Alexander G. Jones

Thereafter, on the seventeenth day of October, in the year nineteen hundred and fifty-six, was filed in Court here, Petition for Decree Pro Confesso and Order to take Testimony, which said Petition and Order, are in the words following, to wit:

John G. Heus T/S John G. Heus & Sons	:	No. 7231 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland.
Orrison M. Hurd, Jr. et als.		

..:..

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents that the defendant, Edgar A. Jones, administrator c.t.a., has filed his answer to the above bill of complaint; and that Marian Mezitti, of Fairmount, Maryland, has been duly summoned but has failed to appear to or file her answer; and that the order of publication giving notice to Orrison M. Hurd, Jr., of New York, New York, has been published according to the terms of said order of publication and

the said Orrison M. Hurd, Jr. has failed to appear to or answer said order of publication.

The plaintiff therefore prays the Court to pass a decree pro confesso against the said adult non-answering defendants, Marian Mezitti and Orrison M. Hurd, Jr.

And, also, to pass an order to take testimony in said cause.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Plaintiff

It appearing in the above entitled cause that the order of publication, heretofore passed therein, has been duly published according to its provisions, and that the said Orrison M. Hurd, Jr. the non-resident defendant mentioned in said order of publication, has failed to appear to or answer said bill of complaint within the time required by said order; and, that the defendant, Marian Mezitti, has been duly summoned to appear to the bill of complaint filed herein and has failed to appear to or answer said bill of complaint;

It is, thereupon, this 17th day of October, 1956, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the bill of complaint in the above cause be, and the same is hereby taken pro confesso against the said defendants.

And it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

E. McMaster Duer
Judge

And thereafter, on the twelfth day of April, in the year nineteen hundred and fifty-seven, was filed in Court here Testimony, which said Testimony is in the words following, to wit:

John G. Heus T/A John G. Heus & Sons Funeral Directors	:	No. 7231 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County,
Orrison M. Hurd, Jr. & Marian Mezitti	:	Maryland.

.....:.....

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, do hereby certify that on Thursday, the 11th day of April, 1957, at the office of L. Creston Beauchamp, in Princess Anne, Maryland, I did take the following despositions, that is to say:

Paul Mezitti, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Paul Mezitti, 22, Fairmount, Maryland, Salesman.

Int. 2 Did you know Orrison M. Hurd in his life time, is he dead or living, if dead when did he die?

Ans. Orrison M. Hurd was my grandfather, he died Sept. 27, 1955. leaving a last will which is recorded in the Testamentary Records of this County. He was buried in New Jersey by the John G. Heus & Sons Funeral Directors, though he died in this County. I have seen a bill from Heur & Sons and the amount of the bill is $504.00. I am sure this bill has never been paid. My grandfather left a home in Fairmount but did not leave any personal property.

Int. 3. Please state who are the heirs of your grandfather, Mr. Orrison M. Hurd.

Ans My grandfather left no widow, one son, Orrison Mr. Hurd, Jr. of New York, and my mother, Marian Mezitti, of Fairmount, a daughter.

Court question and answer: I am sure that there is no way to pay this bill except for the home to be sold.

Paul Mezitti

TEST:

Harry C. Dashiell, Exm.

Levin R. Wilson, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Levin R. Wilson, 47, Princess Anne, Maryland, Undertaker.

Int. 2 Did you know Mr. Orrison Mr. Hurd in his life time, if so is he living or dead and what undertaker furnished services at furneral?

Ans. I knew Mr. Hurd, who died in Sept., 1955. I furnished the coffin, prepared the body and took the body to a funeral home, John G. Heus & Sons, 319 Main St., Fort Lee, New Jersey. I know that the Heus & Sons had the funeral service in their funeral home and conducted the funeral and burial. I have seen the funeral bill and think it is about right and reasonable. I do not know of any property he left except the home in Fairmount.

Court question and answer: Nothing further.

Levin R. Wilson

TEST:

Harry C. Dashiell, Exm.

There being no further witnesses produced to me to be examined, I herewith at the request of the plaintiff's solicitor return the above desposition to the Court and certify that all the requirements of General Equity Rule 28A have been complied with, and that the examiner's costs have been paid by the complainant.

Given under my hand and seal this 11th day of April, 1957.

Harry C. Dashiell (SEAL)
Examiner in Chancery

Thereafter, on the Twenty-fourth day of April, in the year Nineteen Hundred and Fifty-seven, was filed in Court a Decree, which said Decree is in the words following, to wit:

John G. Heus t/a John G. Heus & Sons Funeral Directors	:	No. 7231 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County,
Orrison M. Hurd, Jr., et als.	:	Maryland

.....

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

It is thereupon this 24th day of April, 1957, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be, and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows; He shall file in the office of the Clerk of the said Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by the said Clerk, in the penalty of two thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty-one days previous notice, inserted in some newspaper printed in said Somerset County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: Cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustee shall bring into this Court the money arising on said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have appeared to discharged his trust.

At the time of advertising said sale the said trustee shall give notice to the creditors of Orrison M. Hurd, deceased, to file their claims duly probated in the Office of the Clerk of the Circuit Court for said Somerset County, within sixty days from the date of said sale.

Rex A. Taylor
Judge

And thereafter, on the Sixteenth day of May, in the year Nineteen Hundred and Fifty-seven, was filed in Court a Trustee's Bond, which said Bond, is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of May, 1957.

WHEREAS, by a decree of the Circuit Court for Somerset County, Maryland, bearing date the 24th day of April, 1957, and passed in a cause in said Court pending wherein John G. Heus, t/a John G. Heus & Sons, Funeral Directors, is the complainant and Orrison M. Hurd, Jr. and others are defendants, the same being No. 7231 on the Chancery Docket of said Court, the above named L. Creston Beauchamp was appointed Trustee, with power to sell the house and lot in said cause decreed to be sold, and whereas, the said L. Creston Beauchamp is about to enter upon the execution of said trust;

NOW THE CONDITION of the above obligation is such that, if the above bounden L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principal

MARYLAND CASUALTY COMPANY

BY

CORPORATE SEAL

Witness: Alice C. Webster

L. C. Beauchamp
Attorney in Fact

The within Bond approved.

Benjamin L. Barnes, Clerk

Thereafter, on the Twenty-first day of May, in the year Nineteen hundred and Fifty-seven, was filed in Court here a Report of Sale, Affidavit, Order Nisi and Final Order, which said Report of Sale, Affidavit, Order Nisi and Final Order are in the words following, to wit:

John G. Heus t/a John G. Heus & Sons Funeral Directors	:	No. 7231 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County,
Orrison M. Hurd, Jr. et als.	:	Maryland.

****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, Trustee in the above entitled cause, appointed by a decree of this Court dated April 24, 1957, to make sale of the real estate mentioned, respectfully shows:

That by virtue of the power and authority contained in said decree 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 decree, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said county, he did, in pursuance of said note, attend in front of the Court House in Princess Anne, Maryland, Tuesday, May 21,1957,

at the hour of 2:00 o'clock P. M. and then and there proceeded to sell at public auction the following described property mentioned in said decree, namely:

He offered all that lot or parcel of land situate, lying and being in Fairmount Election District, Somerset County, Maryland, on the north side of the county road leading from Fairmount to Rumbley, beginning at a locust post at the north corner and at the corner of John W. Ford's land; thence by and with the middle of a lane south 32 degrees east 41 perches to a post on the county road; thence by and with said county road south 38 degrees 45 minutes west 17½ perches to the road gate; thence by and with a fence along the east side of the John Ford lane north 38 degrees 45½ perches to a locust post in the middle of a ditch; thence by and with the middlet of said ditch to theplace of beginning and containing five and one-fourth acres of land, more or less; being the same and all the land which was conveyed unto Laura W. Hurd and Orrison M. Hurd, her husband, by A. B. Crute and wife, by deed dated July 30, 1946, recorded among the Land Records of said Somerset County in Liber No. 136, folio 484, and improved b y a comfortable dwelling and necessary out-buildings and sold the same to Charles T. Ruark and Edna Ruark, his wife, at and for the sum of One Thousand Thirty Dollars ($1,030.00), they being the highest bidders therefor, which has been fully paid to the satisfaction of the trustee.

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

All of which is respectfully submitted.

L. Creston Beauchamp, Trustee

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 21st day of May, 1957, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the Trustee mentioned in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Benjamin L. Barnes
Clerk of Court

John G. Heus t/a John G. Heus & Sons Funeral Directors	:	No. 7231 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County,
Orrison M. Hurd, Jr., et als.	:	Maryland

****

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 21st day of May, 1957, that the report of L. Creston Beauchamp, trustee mentioned in the aforegoing 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 24th day of June, 1957; 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 22nd day of June, 1957.

The report states the amount of sale to be One Thousand Thirty Dollars ($1,030.00).

Benjamin L. Barnes
Clerk of the Court

John G. Heus t/a John G. Heus & Sons Funeral Directors	:	No. 7231 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County,
Orrison M. Hurd, Jr., et als.	:	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 June, 1957, adjudged, ordered and

decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported be and the same are hereby finally ratified and confirmed.

E. McMaster 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: Benjamin L. Barnes, Clerk

""

July Term, 1957

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne, Town, in and for said County, on the first Monday in July, being the 1st day of the same month, in the year of our Lord, One Thousand Nene Hundred and Fifty-seven.

Were present,
Hon. W. Laird Henry, Jr., Chief Judge.
Hon. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Benjamin L. Barnes, Clerk.

Alexander G. Jones, Assignee, Ex Parte under power contained in Mortgage from William Richard Tull and Manie D. Tull, James Addison Tull, and Levin H. Tull and Ethel L. Tull to George P. Parsons	Be it remembered that heretofore to wit, on the twenty-second day of May in the year, nineteen hundred and fifty-seven, a certain Alexander G. Jones, Assignee, Ex Parte, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an original

of a certain mortgage and assignment of mortgage, which said original of Mortgage and Assignment thereon, are in the words following, to wit:

Alexander G. Jones, Assignee, Ex Parte under power contained in Mortgage from William Richard Tull and Manie D. Tull, James Addison Tull, and Levin H. Tull and Ethel L. Tull to George P. Parsons	No. 7313 Chancery In the Circuit Court for Somerset County, Maryland

THIS MORTGAGE, Made this 21st day of June in the year nineteen hundred and nine, by Wm. Richard Tull and Manie D. Tull, James Addison Tull and--------, and Levin H. Tull and Ethel L. Tull, all of Somerset County and State of Maryland

WHEREAS, the said Wm. R. Tull, James Addison Tull and Levin H. Tull are indebted unto George P. Parsons, of said County and State, in the full and just sum of Four Hundred and Seventy Five Dollars, ($475.00) for the purpose of purchasing the hereinafter described land, and have given therefor unto the said George P. Parsons, , their bill obligatory for said principal sum of even date herewith, payable to the said George P. Parsons, his personal representatives and assigns, two years after date, with interest from date, to better secure the payment of which said purchase money, with interest as aforesaid, when and as the same shall become due and payable, these presents are executed as and for a purchase money mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That for and in consideration of the premises and the sum of one dollar, the said William R. Tull, James A. Tull, Levin H. Tull, and Manie D. Tull & Ether L. Tull, do grant and convey unto the said George P. Parsons, his heirs and assigns, all that lot tract and parcel of land situated lying and being in Brinkleys

district, Somerset County, Maryland, on the County road leading from Kingston to Marion near the John T. Miles land and laid down on the plat made by T. Williams on the 8th, day of August, 1883, as lot. No3, known as "Shopwoods", and now containing twenty three and three eights acres of land, more or less, and being the same land conveyed unto Wm. R. - James A. and Levin H. Tull, by deed made and recorded evenly herewith. and hereby made a part hereof for a more full and complete description of the land hereby intended to be 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 convenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagors shall posses the aforesaid property upon paying, in the meantime, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said William R. Tull, James A. Tull and Levin H. Tull, Manie D. Tull and Ethel L. Tull do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and is shall be lawful for the said Mortgagee his personal representatives or assigns, or Gordon Tull, 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, or her their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset county, and such other notice as by the party making sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply; first, to the payment of all expenses incident to such sale including a reasonable attorney's fee and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a degree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee 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, convenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement including a reasonable attorney's fee and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby

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

And the said mortgagors do further convenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Four hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee his personal representatives and assigns, to the extent of the lieg 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 aforesiad, the said mortgagee is hereby authorised 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:

Aden Davis, Jr.

Wm. R. Tull. (SEAL)

Manie D. Tull. (SEAL)

Levin H. Tull (SEAL)

Ethel L. Tull. (SEAL)

James A. Tull (SEAL)

STATE OF MARYLAND, Somerset COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of June in the year nineteen hundred and NINE, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, residing at Marion, duly commissioned, sworn &c., personally appeared William Richard Tull, James Addison Tull, and Levin H. Tull, and Manie D. Tull & Ethel L. Tull the mortgagors named in the foregoing mortgage and all acknowledged the foregoing mortgage to be their respective. act and deed; and at the same time and place also personally appered before me George P. Parsons, the mortgagee herein and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he or she the said George P. Parsons 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 the said George P. Parsons require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage.

In testimony whereof I have hereunto subscribed my name and affixed my official seal the day and the year first above written.

Aden Davis, Jr.
Notary Public.

SEAL OF NOTARY

Upon authority of an Order of the Orphans Court for Somerset County and for value received, I, George Earl Parsons, Executor of the Estate of George P. Parsons, deceased, hereby assign the within mortgage to Alexander C. Jones for the purpose of foreclosure and collection.

As witness my hand and seal this 21st day of May, 1957.

George Earl Parsons (SEAL)
George Earl Parsons, Executor of the Estate of George P. Parsons, deceased.

Witness: Eunice Pilchard

And thereupon to wit, on the twenty second day of May, in the year nineteen hundred and fifty-seven, was filed in court here an Affidavit, which said Affidavit is in the words following, to wit:

Alexander G. Jones, Assignee, Ex Parte :	No. 7313 Chancery
under power contained in Mortgage from :	In the Circuit Court for
William Richard Tull and Manie D. Tull, :	Somerset County, Maryland
James Addison Tull, and Levin H. Tull :	
and Ethel L. Tull to George P. Parsons :	
:	

State of Maryland, Somerset County, to wit:

On this 22nd day of May, 1957, before me, the undersigned officer, personally appeared George Earl Parsons, Executor of the Estate of George P. Parsons, deceased, and made oath in due form of law, as follows: That the principal amount owing on the above mortgage is $377.25, with interest from June 21,1928; that the defendants are not in the military service as hereinafter set forth and that they have not been in such military service referred to being as follows:

1. The military service of the United States of America or of the enlisted reserve corps thereof;
2. Ordered to report for induction under the Selective Training and Service Act of 1940 as amended;
3. The military service of any nation with which the United States of America may be allied in the prosecution of war.

SEAL OF NOTRAY

Eunice Pilchard
Notary Public

And thereafter to wit, on the twenty-second day of May, in the year nineteen hurdred and fifty-seven, the said Alexander G. Jones, Assignee, Ex Parte, filed in Court here a bond, which said bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander G. Jones, Edgar A. Jones and Sally Wat Jones, all of Somerset County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of nine hundred and fifty dollars ($950.00), current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of May, in the year nineteen hundred and fifty-seven.

Whereas, by mortgage dated June 21, 1909, recorded among the Land Records of Somerset County in Liber S.F.D. No. 51, folio 226, William Richard Tull and Manie D. Tull, James Addison Tull, and Levin H. Tull and Ethel L. Tull conveyed to George P. Parsons certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas, the said Alexander G. Jones, Assignee of said mortgage, by virtue of the power and authority contained in said mortgage is authorized, upon default, to sell the property conveyed by said mortgage; and whereas, default has occurred in the terms and conditions of said mortgage and the said Alexander G. 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 Alexander G. Jones, do and shall, well and faithfully perform the trust reposed in him by said mortgage and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Witness: Eunice Pilchard

Alexander G. Jones (SEAL)
Edgar A. Jones (SEAL)
Sally Wat Jones (SEAL)

And thereafter to wit, on the nineteenth day of June, in the year nineteen hundred and fifty-seven, was filed in the Circuit Court here a Report of Sale, Affidavit, Order Nisi and Final Order , which said Report of Sale, Affidavit, Order Nisi and Final Order are in the words following, to wit:

Alexander G. Jones, Assignee, Ex Parte under power contained in Mortgage from William Richard Tull and Manie D. Tull, James Addison Tull, and Levin H. Tull and Ethel L. Tull to George P. Parsons	:	No. 7313 Chancery In the Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of sales of Alexander G. Jones, Assignee of a certain mortgage made and executed by William Richard Tull and Manie D. Tull, James Addison Tull, and Levin H. Tull and Ethel L. Tull to George P. Parsons, dated June 21, 1904 and recorded among the Land Records of Somerset County in Liber S.F.D. No. 51, folio 226, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 18th day of June, 1957, at two o'clock P. M., and then and there proceed to sell the property described in said mortgage, to wit:

All that lot or parcel of land situate, lying and being in Brinkleys Election District, Somerset County, Maryland, on the county road leading from Kingston to Marion near the land formerly owned by John T. Miles and laid down on the plat made by T. Williams on the 8th day of August, 1883, as Lot No. 3, known as "Shopwoods", containing twenty-three and three eights acres, more or less, and being the same land conveyed unto William H. Tull, James A. Tull and Levin H. Tull by deed dated June 21, 1909 and recorded among the aforesaid Land Records in Liber S.F.D. No. 52, folio 170, and sold the same to George Earl Parsons at and for the sum of two hundred and seventy-five dollars ($275.00), he being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of your trustee and your trustee has distributed the proceeds, as follows:

Total sales			$275.00
To Clerk of the Circuit Court for costs		$38.00	
To Carlos Bozman, Treasurer		17.01	
Marylander and Herald, advertising and order nisi		31.76	
Solicitor		25.00	
Auctioneer		10.00	
To Assignee as commissions		25.00	
To Balance to be credited on mortgage debt		128.23	275.00
Total mortgage debt, principal	$377.25		
Interest from June 21, 1928	656.42		
	$1033.67		
Less credit by sale	128.23		
	$905.44		

Respectfully submitted,

Alexander G. Jones
Assignee

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 18th day of June, in the year Nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alexander G. Jones, Assignee named in the aforegoing 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.

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

SEAL OF NOTARY

Eunice Pil..ard
Notary Public

Order Nisi

Alexander G. Jones, Assignee, Ex Parte under power contained in Mortgage from William Richard Tull and Manie D. Tull, James Addison Tull, and Levin H. Tull and Ethel L. Tull to George P. Parsons	:	No. 7313 Chancery In the Circuit Court for Somerset County, Maryland

Ordered this 19th day of June, in the year nineteen hundred and fifty-seven, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Alexander G. Jones, Assignee of the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of July, 1957, provided a copy of this order be inserted in some newspaper in said Somerset County once in each of four successive weeks before the 22nd day of July, 1957.

The report states the amount of sales to be $275.00

Benjamin L. Barnes
Clerk of the Circuit Court

Alexander G. Jones, Assignee, Ex Parte under power contained in Mortgage from William Richard Tull and Manie D. Tull, James Addison Tull, and Levin H. Tull and Ethel L. Tull to George P. Parsons	:	No. 7313 Chancery In the Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County in Equity, this 31st day of July, in the year nineteen hundred and fifty-seven, that the sale of the real estate mentioned in these proceedings made and reported by Alexander G. Jones, Assignee of said mortgage, and the distribution of the proceeds therein, 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.

Rex A. Taylor
Judge

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

Per: Benjamin L. Barnes ,Clerk

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In the Matter of) Be it remembered that heretofore to wit, on the eighteenth day of
Myra Z. McClemmy) April in the year, nineteen hundred and fifty-five, a certain Edgar
Non Compos Mentis) A. Jones, Attorney, of Somerset County and State of Maryland,
_____) exhibited and filed in the Circuit Court here, a Petition, Certificates of Medical Doctors and Affidavits, which said Petition, Certificates of Medical Doctors and Affidavits, are in the words following, to wit:

In the Matter of : No. 7083 Chancery
Myra Z. McClemmy : In the Circuit Court for
Non Compos Mentis : Somerset County, Maryland

To the Honorable, the Judges of said Court:

The petition of Hugh G. McClemmy, brother and next friend of Myra Z. McClemmy, respectfully represents:

First: That the said Myra Z. McClemmy, approximately eighty-seven years of age, is a resident of Somerset County and State of Maryland.

Second: That the said Myra Z. McClemmy resides at her home in East Princess Anne Election District, Somerset County, Maryland.

Third: That the said Myra Z. McClemmy, due to the infirmities of age, is mentally incompetent and totally unable to attend to her business affairs, as is evidenced by the certificates of two medical doctors, who have practiced in the State of Maryland for the last five years, which said certificates are filed herewith.

Fourth: That the said Myra Z. McClemmy has a checking account in the Bank of Somerset, in which there is between two and three hundred dollars; she also owns six shares of the common stock of The American Telephone & Telegraph Company; that she owns a farm situate in East and West Princess Anne Election Districts, Somerset County, Maryland, on both sides of the state road leading from Princess Anne to Salisbury and just west of the Pennsylvania Railroad, which is a part of the same land which was devised to the said Myra Z. McClemmy by George T. McClemmy by will duly admitted to probate among the Testamentary Records of Somerset County on September 10, 1912 and recorded among said Records in Liber T.D. No. 21, folio 317, which said farm, in my opinion, is worth approximately ten thousand dollars.

Fifth: That heretofore the said Myra Z. McClemmy has executed an option to the State of Maryland, for the use of the State Roads Commission, for a certain tract of cut over woodland, in West Princess Anne Election District, for the sum of twenty-two hundred dollars.

Your petitioner, therefore, prays that the said Myra Z. McClemmy may be adjudicated non compos mentis and that a committee or trustee be appointed of her estate.

And as in duty bound, etc.

Edgar A. Jones
Solicitor for Petitioner

Hugh G.
H. G. MacClemmy
Hugh G. McClemmy

MEDICAL CERTIFICATE

The undersigned, a medical doctor of the State of Maryland, having practiced medicine in said State of Maryland for a period in excess of five (5) years, hereby makes oath that he did, on the 18th day of April, A.D., 1955, at Princess Anne, in Somerset County, State of Maryland, attend and examine Myra Z. McClemmy, of Princess Anne, Somerset County, State of Maryland, a female of approximately eighty-seven (87) years of age, and found said Myra Z. McClemmy to be incompetent to manage her own affairs.

The finds of the undersigned medical doctor, relative to said incompetency, are as follows:

1. CAUSE - Senility - aged
2. NATURE - Detrioration of brain from advanced age, causing lapses of memory.
3. EXTENT - Moderately advanced.
4. PROBABLE DURATION -Balance of life and probably will become more severe as the years pass.

As witness my hand this 18th day of April, A.D., 1955.

R. H. Johnson, M.D.
Medical Doctor

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 18th day of April, A.D., 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Robert H. Johnson, and made oath in due form of law that the matters and facts contained in the aforegoing certificate are true and correct as therein set forth to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

SEAL OF NOTARY

Eunice Dashiell
Notary Public

MEDICAL CERTIFICATE

The undersigned, a medical doctor of the State of Maryland, having practiced medicine in said State of Maryland for a period in excess of five (5) years, hereby makes oath that he did, on the 18th day of April, A.D., 1955, at Princess Anne, in Somerset County, State of Maryland, attend and examine Myra Z. McClemmy, of Princess Anne, Somerset County, State of Maryland, a female of approximately eighty-seven (87) years of age, and found said Myra Z. McClemmy to be incompetent to manage her own affairs.

The finds of the undersigned medical doctor, relative to said incompetency, are as follows:

1. CAUSE - Senility
2. NATURE -Changes in Brain on account of advance years which entail impairment in judgment
3. EXTENT - Moderately advanced.
4. PROBABLY DURATION - Balance of life

As witness my hand this 18th day of April, A.D., 1955.

Eldon G. Marksman, M.D.
Medical Doctor

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 18th day of April, A.D., 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Eldon G. Marksman, and made oath in due form of law that the matters and facts contained in the aforegoing Certificate are true and correct as therein set forth to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

SEAL OF NOTARY

Eunice Dashiell
Notary Public

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy	:	In the Circuit Court for
Non Compos Mentis	:	Somerset County, Maryland

Order

Upon the foregoing petition, it is ordered this 18th day of April, 1955, by the Circuit Court for Somerset County, in Equity, that the said Myra Z. McClemmy, alleged incompetent, be summoned within ten days from this date, and that within the same time a copy of the summons, petition and order shall be left with Thomas McClemmy, a brother temporarily at the home of the alleged incompetent, and that the petition be set for hearing on the 4th day of May, 1955, but an appearance and answer for the alleged incompetent may be made at any time before or after a decree is passed.

E. McMaster Duer
Judge

And on the same day the following subpoena was issued, which said subpoena with its return thereon, is in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:
SEAL OF COURT

To Myra Z. McClemmy, alleged Incompetent
Princess Anne, Somerset County, Md.

GREETINGS:

We command and enjoin you that you do within the time limited by Order of Court, cause your answer or other defense to be filed to the complaint of Hugh G. McClemmy on or before the 16th day of May 1955, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Cheif Judge of the First Judicial Circuit of Maryland, the 7th day of March Nineteen Hundred and fifty-five

Issued the 18th day of April, 1955.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Edgar A. Jones

Address Princess Anne, Md.

Benjamin L. Barnes, Clerk

RETURN: "Subpoena, petition and Order of Court left with Myra Z. McClemmy, incompetant; Subpoena, petition and Order of Court left with Thomas McClemmy, brother of Myra McClemmy 4/18/55".

Isaac H. Dorsey Sheriff

Edwin B. Muir, Deputy

And thereafter, on the nineteenth day of May, in the year nineteen hundred and fifty-five, was filed in Court here, an Order, which said Order is in the words following, to wit:

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy	:	In the Circuit Court for
Non Compos Mentis	:	Somerset County, Maryland

Upon hearing of the above entitled matter, it being submitted without appearance on behalf of Myra Z. McClemmy, and it appearing that the said Myra Z. McClemmy is incompetent by reason of mental disability, to take charge of and manage her property, and that it is necessary and for the advantage and benefit of the said Myra Z. McClemmy that a Trustee be appointed by this Court for that purpose.

It is thereupon this 19th day of May, in the year nineteen hundred and fifty-five, by the Circuit Court for Somerset County, in Equity, ordered that Mattie H. Dougherty, of Somerset County and State of Maryland, be and she is hereby appointed Trustee of the property and estate of the said Myra Z. McClemmy, with full power and authority to take charge of and manage the same under the direction of this Court; but before the said Mattie H. Dougherty shall proceed to act as such Trustee, she shall give bond to the State of Maryland, with corporate surety to be approved by this Court or the Clerk thereof, in the amount of three thousand dollars, for the faithful discharge of her duties as Trustee.

And, it is further ordered that the Court hereby reserves the power to revoke, modify or alter this or any other decree or order herein, at any time after appearance and answer, for good cause shown.

E. McMaster Duer
Judge

And thereupon, on the nineth day of June, in the year nineteen hundred and fifty-seven, was filed in Court here, a Trustee's Bond, which said Trustee's Bond, is in the words following, to wit:

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy	:	In the Circuit Court for
Non Compos Mentis	:	Somerset County, Maryland

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Madeline H. Dougherty, of Somerset County and State of Maryland, and National Surety Corporation, a body corporate of the State of New York, are held and firmly bound unto the said State of Maryland, in the full and just sum of three thousand dollars ($3,000.00) current money to be paid to the said State of Maryland or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of su, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of May, in the year nineteen hundred and fifty-five.

Whereas, on the 19th day of May, 1955, Madeline H. Dougherty was appointed trustee of the property and estate of the said Myra Z. McClemmy, with full power and authority to take charge of and manage the same under the direction of the Circuit Court for Somerset County.

Now therefore, the condition of the above obligation is such, that if the said Madeline H. Dougherty, do and shall well and faithfully perform the duties reposed in her by said trust and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to said trust, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

The within bond approved.
Benjamin L. Barnes, Clerk

Madeline H. Dougherty (SEAL)

National Surety Corporation

Witness: Eunice Dashiell

By Edgar A. Jones
Attorney in Fact

CORPORATE SEAL

And afterwards, to wit, on the twelveth day of June, in the year nineteen hundred and fifty-six, was filed in the Circuit Court here, a Petition, Affidavit and Order, which said Petition, Affidavit and Order are in the words following, to wit:

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy	:	In the Circuit Court for
Non Compos Mentis	:	Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of Madeline H. Dougherty, Trustee duly appointed by this Honorable Court, respectfully represents:

1. That some time before the said Myra Z. McClemmy was adjudicated an incompetent she had executed an option for approximately twenty-two hundred dollars to the State Roads Commission of Maryland for the purchase of all that triangular shape tract of woodland lying on the west side of U. S. Route #13 in the West Princess Anne, Election District of Somerset County, Maryland and containing approximately 19½ acres. Said tract being part of that land conveyed to Myra Z. McClemmy by will dated February 22, 1911 from George T. McClemmy and recorded among the Will Records of Somerset County in Liber T.D. #21, folio 317. Being bounded on the east ty U. S. Route #13, on the north by the lands Dr. E. E. Tull, Estate and on the west by the lands of John B. Roberts.

2. That before the sale was consumated her attorney, believing that the price offered by the State Roads Commission was inadequate, advised the said Myra Z. McClemmy not to execute a deed and communicated his opinion to the State Roads Commission. Since that time the transaction has been held in abeyance while your Trustee endeavored to get a better price

for said property.

3. That she has been offered twenty-six hundred dollars for said property which she believes to be a fair and just price.

Your petitioner, therefore, prays your Honor to pass an order authorizing her to execute an option to the State Roads Commission for the property above described and upon presentation of a deed by the said State Roads Commission for said land to execute the same,

And as in duty bound,

Madeline H. Dougherty, Trustee

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 12th day of June, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Madeline H. Dougherty, Trustee, and made oath in due form of law that the matters and things stated in the aforegoing petition are true to the best of her knowledge and belief.

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

SEAL OF NOTARY

Eunice Dashiell
Notary Public

Order

Upon the above petition and affidavit it is, this 12th day of June, 1956, ordered by the Circuit Court for Somerset County, that Madeline H. Dougherty, Trustee of the Estate of Myra Z. McClemmy, be and she is hereby authorized to execute an option to the State Roads Commission for the sum of twenty-six hundred dollars for the land described in the above mentioned petition and upon payment of the said sum of twenty-six hundred dollars by the State Roads Commission she is authorized to execute a deed to the State of Maryland to the use of the State Roads Commission for said land.

E. McMaster Duer
Judge

And afterwards, on the eleventh day of April, in the year nineteen hundred and fifty-seven. was filed in Court here, a Petition, Affidavit and Order, which said Petition, Affidavit and Order, are in the words following, to wit:

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy	:	In the Circuit Court for
Incompetent	:	Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of Madeline H. Dougherty, Trustee, respectfully represents:

1. That among the assets of the estate is a farm in East Princess Anne Election District, Somerset County, Maryland, bisected in part by the old state road running from Princess Anne to Loretta.

2. That the Choptank Electric Co-operative, Inc. has requested your petitioner to grant it authority to place poles and a power line along the easterly side of said road and down a ditchbank dividing this property from that of Smith Brothers Motor Company. They request specific permission to place six poles designated by the numbers VV2, VV3, VV4, VV5, VV6 and VV7, the location of which said poles is designated on a plat filed herewith as a part hereof.

3. Your petitioner believes that the placing of these poles will in noway affect the value of the property and as the applicant is in the business of serving the community with electric power, she deems it proper to give this permission assuming it meets with the approval of your Honor.

Your petitioner therefore prays your Honor to pass an order authorizing her to execute an easement to the Choptank Electric Co-operative, Inc. for the purpose aforesaid.

And as in duty bound,

Edgar A. Jones
Solicitor for Petitioner

Madeline H. Dougherty
Petitioner

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 5th day of April, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Madeline H. Dougherty, Trustee of Myra Z. McClemmy, and made oath in due form of law that the matters and things contained in the aforegoing petition are true to the best of her knowledge and belief.

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

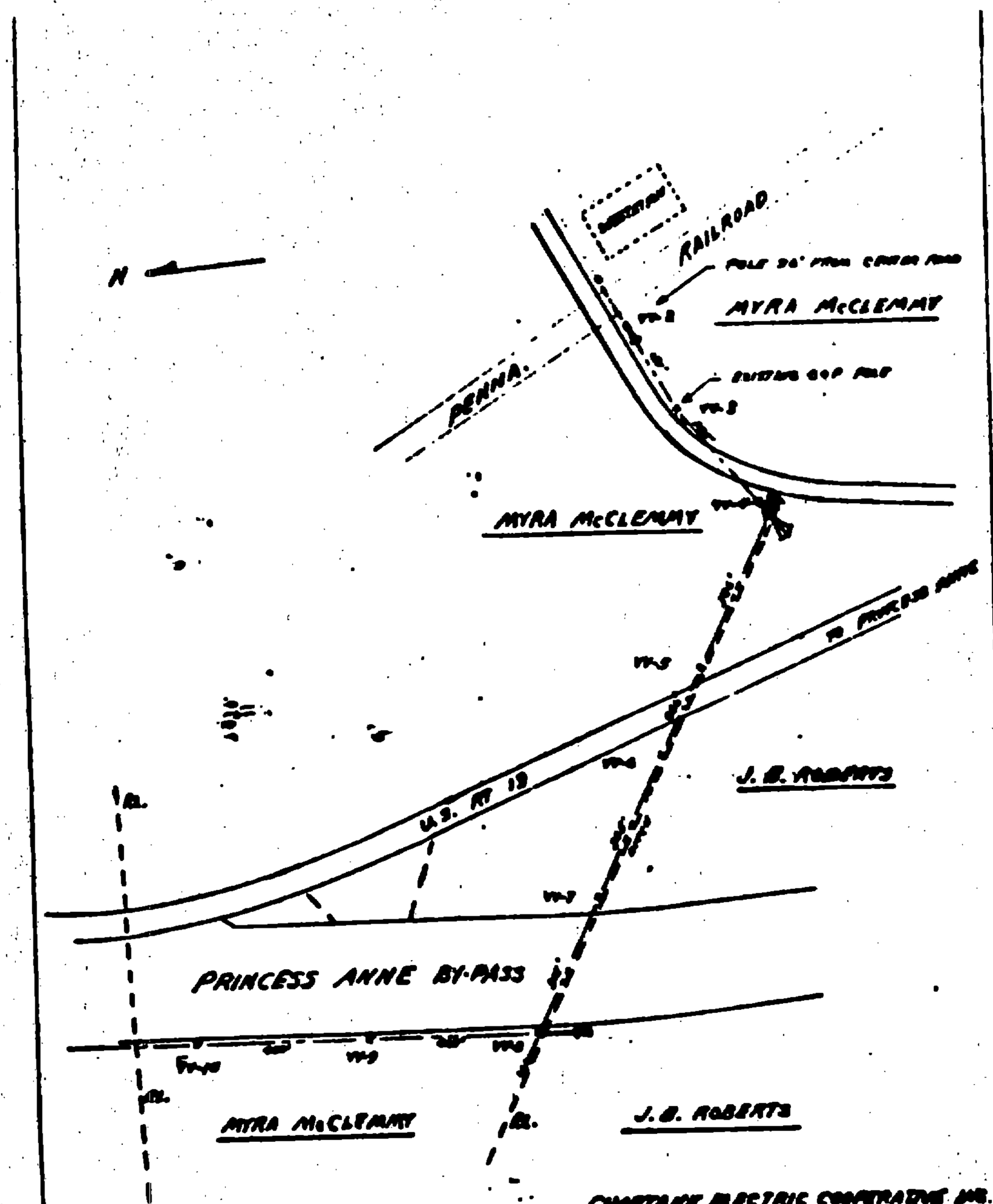
SEAL OF NOTARY

Janet T. Bedsworth
Notary Public

Order

Upon the aforegoing petition and affidavit, it is ordered by the Circuit Court for Somerset County in equity, this 5th day of April, 1957, that Madeline H. Dougherty, Trustee of Myra Z. McClemmy, be and she is hereby authorized to execute to the Choptank Electric Co-operative, Inc. an easement for the erection of six poles and a power line over the land of the said Myra Z. McClemmy and at the points designated on the plat attached to the petition filed in this case.

Rex A. Taylor
Judge



And thereafter, on the thirty-first day of July, in the year nineteen hundred and fifty-seven, was filed in the Circuit Court here, a Petition, Affidavit, Exhibits and order to Sell Lot, which said Petition, Affidavit, Exhibits and Order to Sell Lot, are in the words following, to wit:

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy,	:	In the Circuit Court for
Incompetent	:	Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of Mattie H. Dougherty, Trustee of the property and estate of the said Myra Z. McClemmy, respectfully represents:

1. That on May 19, 1955 your petitioner was appointed trustee of the property and estate of the said Myra Z. McClemmy; that the said Myra Z. McClemmy is seized of a farm situate in West Princess Anne Election District, Somerset County, Maryland, which is in part bisected by the old state road running from McClemmy Crossing to Loretto; that immediately to the north of said state road and abutting the Pennsylvania Railroad right of way is a small tract of land that forms no important part of the farm and from which in the past several years the said Myra Z. McClemmy sold several lots; that your petitioner is offered six hundred dollars ($600.00) by Arnold H. Ballard and Harriett M. Ballard, his wife, for 29,660.13 square feet at the intersection of said state road and the aforesaid railroad right of way, which is accurately laid down and described on a plat made by W. Ballard Miles, dated July 22, 1957 and filed herewith, marked "Petitioner's Exhibit A".

2. Your petitioner has had the above described lot appraised by Messrs. Edwin B. Muir and J. Arthur Powell and their appraisement shows that the offer for said lot is more than fair; the appraisers' certificates are filed herewith, marked "Petitioner's Exhibits B & C".

3. Recently the said incompetent has been placed in a mental institution and it is likely that the expenses incident to keeping her there will wipe out the small cash balance that your trustee has on hand; the property is producing no income and your trustee is receiving no income from any other source for the benefit of the incompetent out of which to pay the expenses of taxes, insurance, etc. on the property.

Your petitioner, therefore, prays your Honor to pass an order authorizing her to sell and convey the above described lot unto the said Arnold H. Ballard and Harriet M. Ballard at and for the sum of six hundred dollars ($600.00) and to report the said sale when it is made to this Court, and hold the money for the maintenance of the said incompetent and for expenses necessary to conserve her estate.

And as in duty bound,

Jones & Jones

By Edgar A. Jones
Solicitors for Petitioner

Madeline H. Dougherty, Trustee of
Myra Z. McClemmy, Incompetent,
Petitioner

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 30th day of July, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Madeline H. Dougherty, Trustee of Myra Z. McClemmy, Incompetent, and made oath in due form of law that the matters and things as set forth in the aforegoing petition are true to the best of her knowledge and belief.

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

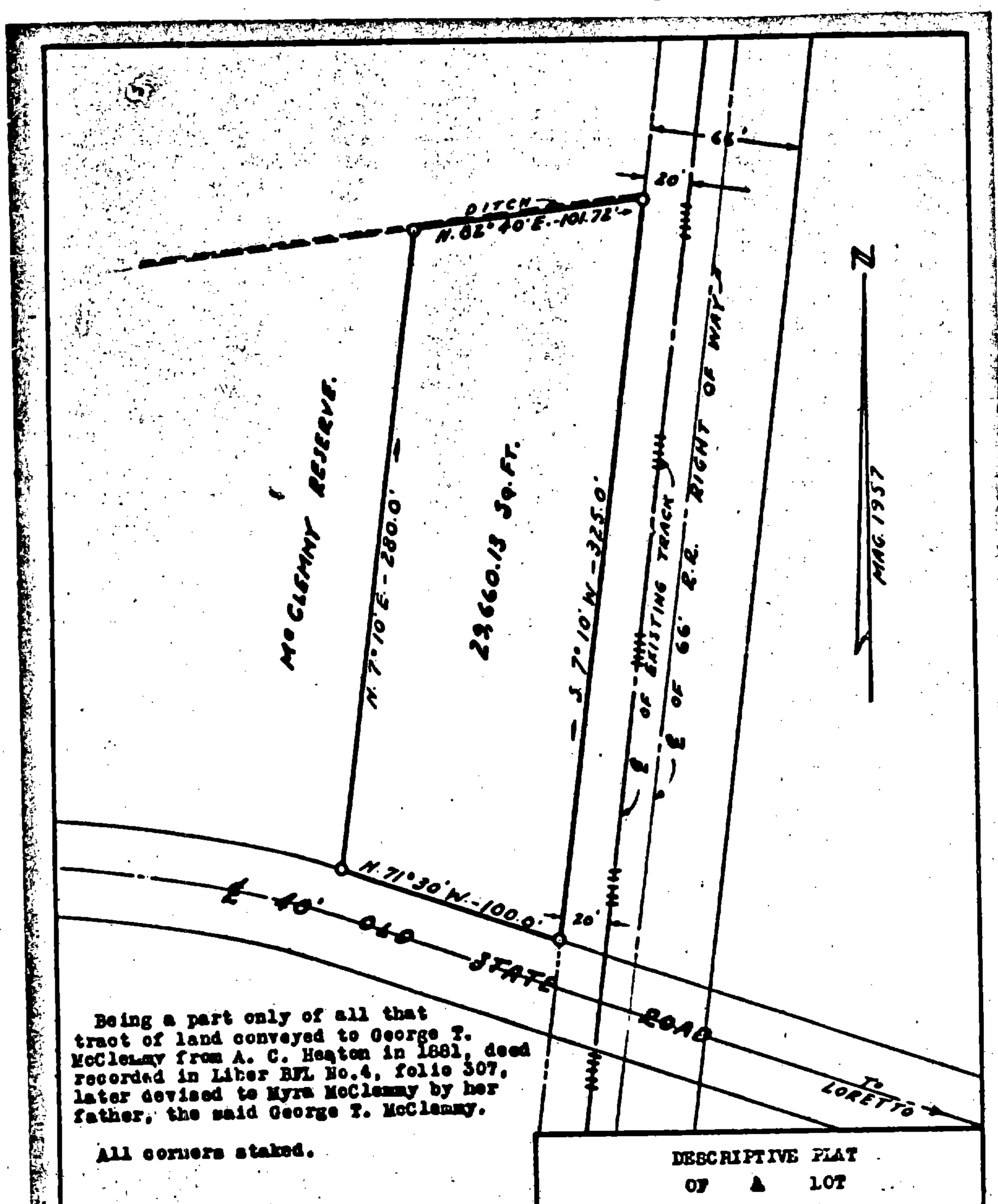
SEAL OF NOTARY

Eunice Pilchard
Notary Public

Order

Upon the aforegoing petition, affidavit and exhibits, it is ordered by the Circuit Court for Somerset County, in Equity, this 31st day of July, in the year nineteen hundred and fifty-seven, that Madeline H. Dougherty, Trustee of the property and estate of the said Myra Z. McClemmy, be and she is hereby authorized to grant and convey the lot of land described in said petition and on said exhibit to Arnold H. Ballard and Harriett M. Ballard at and for the sum of six hundred dollars ($600.00), and to report said sale to this Court.

Rex A. Taylor
Judge



Petitioner's Exhibit B.

This is to certify that I, Edwin B. Muir, of Somerset County and State of Maryland, whose occupation for many years has been that of an auctioneer and who has for the past five years or more been one of the appraisers for the Bank of Somerset, have carefully examined and appraised a lot of land owned by Myra Z. McClemmy at the intersection of the old state road and the Pennsylvania Railroad, as surveyed by W. Ballard Miles for 29,660.13 square feet, and believe a fair price for said property would be between four hundred and five hundred dollars per acre.

Edwin B. Muir

Dated at Princess Anne, Maryland,
this 26th day of July, 1957.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 26th day of July, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Edwin B. Muir and made oath in due form of law that the matters and things as stated in the aforegoing appraisement is true to the best of his knowledge and belief.

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

SEAL OF NOTARY

Eunice Pilchard
Notary Public

Petitioner's Exhibit C.

This is to certify that I, J. Arthur Powell, of Somerset County and State of Maryland, whose principal occupation has been that of an insurance agent and for the past five or six years one of the appraisers of the Bank of Somerset, have examined a lot of land in West Princess Anne Election District, Somerset County, Maryland, owned by Myra Z. McClemmy and surveyed by W. Ballard Miles as containing 29,660.13 square feet and believe that a fair price for said lot would be in the neighborhood of five hundred dollars.

J. Arthur Powell

Dated at Princess Anne, Maryland,
this 26th day of July, 1957.

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 26th day of July, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared J. Arthur Powell and made oath in due form of law that the matters and things as stated in the aforegoing appraisement is true to the best of his knowledge and belief.

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

SEAL OF NOTARY

Eunice Pilchard
Notary Public

And thereafter, on the first day of August, in the year nineteen hundred and fifty-seven, was filed in the Circuit Court here, a Report of Sale, Affidavit and Order, which said Report of Sale, Affidavit and Order are in the words following, to wit:

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy,	:	In the Circuit Court for
Incompetent	:	Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of sale of Madeline H. Dougherty, Trustee of Myra Z. McClemmy, Incompetent, respectfully represents:

That upon authority of an order of the Circuit Court for Somerset County, in Equity, dated the 31st day of July, 1957, your said Trustee did on the 1st day of August, 1957, sell the property described in a petition and order as all that lot or parcel of land situate in

West Princess Anne Election District, Somerset County, Maryland, at the intersection of the old state road leading from McClemmy Crossing to Loretto, containing 29,660.13 square feet as laid down and described on a plat made by W. Ballard Miles, dated July 22, 1957 and filed with said petition, marked "Petitioner's Exhibit A", and sold the same to Arnold H. Ballard and Harriett M. Ballard, his wife, at and for the sum of six hundred dollars ($600.00) and the purchasers have complied with the terms of sale, and your trustee charges herself with the proceeds from said sale.

And as in duty bound,

Jones & Jones

By Edgar A. Jones
Solicitors for Trustee

Madeline H. Dougherty, Trustee of
Myra Z. McClemmy, Incompetent

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 1st day of August, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Madeline H. Dougherty, Trustee of Myra Z. McClemmy, Incompetent, and made oath in due form of law that the matters and things as set forth in the aforegoing report of sale are true to the best of her knowledge and belief.

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

SEAL OF NOTARY

Eunice Pilchard
Notary Public

Order

Ordered by the Circuit Court for Somerset County, in Equity, this 1st day of August, in the year nineteen hundred and fifty-seven, that the sale of the real estate mentioned in these proceedings made and reported by Madeline H. Dougherty, Trustee of the property and estate of the said Myra Z. McClemmy, be and the same is hereby finally ratified and confirmed.

Rex A. Taylor
Judge

And thereafter, on the first day of August, in the year nineteen hundred and fifty-seven, was filed in Court here a First Account, which said First Account is in the words following, to wit:

In the Matter of	:	No. 7083 Chancery
Myra Z. McClemmy,	:	In the Circuit Court for
Incompetent	:	Somerset County, Maryland

THE FIRST ACCOUNT OF MADELINE H. DOUGHERTY, TRUSTEE OF MYRA Z. MCCLEMMY, INCOMPETENT.

Your Trustee charges herself with cash on hand in the Bank of Somerset		$242.12
To amount of sale of certain lands to the State Roads Commission, which sale was approved by this Court		2,599.00
To rents on dwelling house from May 1955 to March 1957		460.00
	Estate to be accounted for	$3,301.12

And your Trustee craves allowance for the following payments and disbursements for the benefit of the Estate:

7-12-55	National Surety Corp., premium on bond	$25.00	
7-26-55	Myra Z. McClemmy	50.00	
9-28-55	Carlos Bozman, Treas., 1955 state & county taxes	66.18	
10-1-55	Myra Z. McClemmy	50.00	
2-1-56	Myra Z. McClemmy	75.00	
2-14-56	O. Hoyt Bloodsworth, insurance premium	40.00	
5-19-56	National Surety Corp., premium on bond	25.00	
7-26-56	Carlos Bozman, Treas. 1956 state & county taxes	75.88	
9-21-56	Manokin Presbyterian Church, maintenance of lot	10.00	
6-4-57	National Surety Corp., premium on bond	25.00	
7-25-57	O. Hoyt Bloodsworth, vacancy permit	4.80	
7-29-57	Ballard W. Miles, surveying lot	35.00	481.86
	Balance in account		$2,819.26

Madeline H. Dougherty
Trustee of Myra Z. McClemmy, Incompetent

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 29th day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Madeline H. Dougherty, Trustee of Myra Z. McClemmy, Incompetent, and made oath in due form of law that the matters and facts set forth in the aforegoing account are true as therein stated, and that she has paid or secured the payment of every sum or sums for which she therein craves allowance.

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

SEAL OF NOTARY

Eunice Pilchard
Notary Public

The above account having been examined by the Circuit Court for Somerset County, in Equity, and appearing to be correct and in order, it is ordered this 1st day of Aug., 1957, that the said account be and the same is hereby approved.

Rex A. Taylor
Judge

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

Per: Benjamin L. Barnes ,Clerk

""

Lionel Bennett, Attorney named in Mortgage made by Bernard Joseph Pearce and Della Pearce) Be it remembered that heretofore to wit, on the twenty-third day of January in the year, Nineteen Hundred and Fifty-seven, a certain Lionel Bennett, Ex Parte, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage, which said originial Mortgage is in the words following, to wit:

Lionel Bennett, Attorney named in Mortgage made by Bernard Joseph Pearce and Della Pearce)

No. 7271 Chancery
In the Circuit Court for
Somerset County, Maryland

THIS MORTGAGE, Made this 10th day of April in the year nineteen hundred and fifty-six, by Bernard Joseph Pearce and Della Pearce, his wife, of the City of Crisfield, Somerset County, Maryland,

WHEREAS Bernard Joseph Pearce and Della Pearce, his wife, are indebted to The Marine Bank of Crisfield, a domestic banking corporation of Crisfield, a domestic banking corporation of Crisfield, Maryland in the sum of three thousand four hundred thirty dollars ($3,430.) which is evidenced by their bill obligatory, dated evenly herewith, payable to the order of The Marine Bank of Crisfield, with interest at four and one-half per cent per annum on the unpaid principal until paid, principal and interest being payable at The Marine Bank of Crisfield, in monthly installments of fifty-four dollars and seventy-seven cents ($54.77), commencing on the first day of June, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the first day of May 1962. 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, then the entire debt shall be deemed due and demandable.

AND WHEREAS for the prupose of further securing the payment of said sum and interest, when and as the same shall become due and payable this mortgage is executed.

NOW THEREFORE this mortgage witnesseth that in consideration of the premises and one dollar Bernard Joseph Pearce and Della Pearce, his wife, hereby grant to The Marine Bank of

Crisfield, the following property:

All that lot of land situate in the City of Crisfield, Somerset County, Maryland on the north side of Locust Street, fronting 53½' thereon and running back 110' and being the same premises conveyed to the mortgagors herein by deed dated February 1, 1956 and intended to be recorded simultaneously herewith.

And special reference is here made to the said deed and all the references therein contained for a more full and accurate description of the lands and premises hereby mortgaged.

This mortgage is given to secure a portion of the purchase price of the premises herein described.

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 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 aforesiad 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, pbulic dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee its successors or assigns, or Lionel Bennett their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey said property to the pruchaser 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 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 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 mortgage property, and no sale advertised under said powers shall

be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

WITNESS the hands and seals of said mortgagors.

Test:
Madeline R. Rich

Bernard Joseph Pearce (SEAL)

Della Pearce (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of April in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County personally appeared Bernard Joseph Pearce and Della Pearce, the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed; and at the same time and place also personally appeared before me William M. Wooster, Vice President of the Marine Bank of Crisfield 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 he is duly authorized to make this affidavit.

Witness my hand and notarial seal.

SEAL OF NOTARY

Madeline R. Rich
Notary Public

Received for Record April 11, 1956 and recorded in Liber B.L.B. No. 175, Folio 320 one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk.

And thereafter to wit, on the sixth day of February, in the year nineteen hundred and fifty-seven, the said Lionel Bennett, Ex Parte, filed in Court here a bond, which said bond is in the words following, to wit:

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

KNOW ALL MEN BY THESE PRESENTS. That we, Lionel Bennett, Crisfield, Maryland as principal and the FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation duly organized under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 ($7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of January, in the year of our Lord 1957.

WHEREAS, the above counden Lionel Bennett by virtue of the power contained in a mortgage from Bernard Joseph Pearce and Della Pearce to Marine Bank of Crisfield bearing date the 10th, day of April, 1956 and recorded among the mortgage records of Somerset County in Liber B.L.B.

No. 175 Folio 320 and _____ is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

IN TESTIMONY WHEREOF, the above bounden Lionel Bennett has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its Attorney, attested by its Attorney, the day and year first herein above written.

Signed, sealed and delivered
in the presence of

_____

Lionel Bennett (SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Attest:
Karl L. Johnston

By Earl W. Ussery,
Attorney

SEAL OF CORPORATION

The within Bond approved.
Benjamin L. Barnes, Clerk

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
POWER OF ATTORNEY
Bonding Department
80 Maiden Lane, New York, N. Y.

KNOW ALL MEN BY THESE PRESENTS:

That the Fidelity and Casualty Company of New Yrok has made, constituted, and appointed, and by these presents does make, constitute, and appoint Earl W. Ussery of Baltimore, Maryland its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings, and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of twenty five thousand dollars.

IN WITNESS WHEREOF The Fidelity and Casualty Company of New York has caused its official seal to be hereunto affixed, and these presents to be signed by one of its vice presidents and attested by one of its secretaries this 15th day of February, 1956.

The Fidelity and Casualty Company of New York

Attest:

A. J. Miller
Secretary.

By Carroll R. Young
Vice President.

STATE OF NEW YORK,)
) ss:
COUNTY OF NEW YORK,)

A. J. Miller, being duly sworn, deposes and says:

That he is a secretary of The Fidelity and Casualty Company of New York, the corporation which is described in and which executed the instrument overleaf; that he knows the corporate seal of the said corporation; that the seal affixed to the instrument overleaf is the corporate seal of The Fidelity and Casualty Company of New York, and was thereto affixed by order and authority of the board of directors of the said Company; that he signed his name thereto by like order and authority; that he is acquainted with Carroll R. Young, and knows him to be a Vice President of the said Company; that the signature of the said Carroll R. Young subscribed to the said instrument is the genuine handwriting of the said Carroll R. Young, and was thereto subscribed by order and authority of the said board of directors of the said Company; that the said Company is duly and legally incorporated under the laws of the State of New York, and

has complied with and is now complying with the provisions of the Act of Congress of July 30, 1947, allowing certain corporations to be accepted as surety on bonds.

The deponent further states that the following is a true copy of an extract from the minutes of a meeting of the board of directors of the said Company held at its office in the City of New York on the 15th day of February, 1956, a quorum being present, and the resolution contained in the said extract was unanimously adopted and is now in full force and effect:

"RESOLVED, that Frank A. Christensen, Chairman of the Board, J. Victor Herd, President of the Company, William L. Bates, Harold S. Robinson, and Carroll R. Young, each a Vice President of the Company, be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute in behalf of The Fidelity and Casualty Company of New York bonds, undertakings, and all contracts of surety-ship; and that any Vice President, or any Secretary, or any Assistant Secretary be, and that each of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of the Company."

Sworn to before me this
15th day of February, 1956

A. J. Miller
Secretary.

Florence Carroll
Commissioner of Deeds,
City of New York

I, A. J. Miller, a secretary of The Fidelity and Casualty Company of New York, do hereby certify that I have compared the copy of the power of attorney overleaf and the foregoing copy of the affidavit annexed to the said power of attorney with the originals now on file in the home office of the said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that the said power of attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Company this 25th, day of January, in the year of one thousand nine hundred and Fifty-Seven.

A. J. Miller
Secretary.

CORPORATE SEAL

And thereafter to wit, on the twenty-eighth day of June, in the year nineteen hundred and fifty-seven, was filed in the Court here a Report of sale, Order Nisi and Final Order, which said Report of Sale, Order Nisi and Final Order are in the words following, to wit:

Lionel Bennett, Attorney named in Mortgage made by Bernard Joseph Pearce and Della Pearce	:	In Equity No. In the Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of Lionel Bennett, attorney named in a certain mortgage made and executed by Bernard Joseph Pearce and Della Pearce, his wife, to The Marine Bank of Crisfield dated April 10, 1956 and recorded among the land records of Somerset County in Liber 175 B.L.B. 320, 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, whereas said mortgage debt has become due and demandable, respectfully represents to your Honors, that after giving bond with security approved by the Clerk of the 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, terms and place of sale by advertisement in the Crisfield Post, a weekly newspaper published in said Somerset County once in a week for three successive weeks before the day of the sale, he did pursuant to said notice attend the Post Office in Crisfield, Maryland on the 25th day of May, 1957, at 2:00 P. M. and then and there proceeded to sell the property described in said mortgage, to wit:

All that lot of land situate in the City of Crisfield, Somerset County, Maryland on the North side of Locust Street, fronting 53½' thereon and running back 110' and being all that land conveyed to Bernard Joseph Pearce and Della Pearce, his wife, by deed dated February 1, 1956 and recorded among the land records of Somerset County in Liber 176 BLB 287.

And sold the same to The Marine Bank of Crisfield, it being then and there the highest bidder therefor, at and for the sum of one hundred dollars ($100.00), and the purchaser has complied with the terms of sale.

Respectfully submitted,
Lionel Bennett, Attorney

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 3rd day of June, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Lionel Bennett, Attorney 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 and belief and that the sale therein mentioned and reported was fairly made.

Witness my hand and notarial seal.

SEAL OF NOTARY

Madeline R. Rich
Notary Public

Lionel Bennett, Attorney named in mortgage made by Bernard Joseph Pearce and Della Pearce	:	In Equity No. In the Circuit Court for Somerset County, Maryland

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of August 1957, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 20th day of July 1957.

The report states the amount of sale to be $100.00.

Benjamin L. Barnes
Clerk

FINAL ORDER

Ordered by this Court this 13 day of August, 1957, that the sale made and reported by the attorney be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

E. McMaster Duer
Judge

And thereafter, on the Thirteenth day of August, in the year nineteen hundred and fifty-seven, was filed in Court here a Petition and Order, which said Petition and Order are in the words following, to wit:

Lionel Bennett, Attorney named in Mortgage made by Bernard Joseph Pearce and Della Pearce	:	In Equity No. In the Circuit Court for Somerset County, Maryland

The petitioner Lionel Bennett respectfully represents to this Court as follows:

That he is the attorney named in the mortgage herein to sell the premises described therein. That his report of sale has been filed showing the amount of sale to be $100.00. That as appears from the affidavit of William M. Wooster sworn to August 5, 1957, there is due The Marine Bank of Crisfield, under the mortgage herein $3270.10 principal and $136.70 interest from September 1, 1956 to August 5, 1957, making a total sum due of $3394.54. The purchaser has complied with the terms of sale and your attorney has distributed the proceeds of said sale as follows:

Total receipts from sale to The Marine Bank of Crisfield	$100.00

Whereas petitioner prays for an order ratifying and confirming the distributing.

Lionel Bennett

ORDER

On the foregoing petition it is ordered by the Circuit Court for Somerset County, Maryland in Equity that the distribution set forth above be and the same is hereby ratified and confirmed.

Dated: Aug. 13, 1957

E. McMaster Duer
Judge

And afterward, on the Thirteenth day of August, in the year Nineteen Hundred and Fifty-seven, was filed in Court here, a Petition and Order for Writ of Habere Facias Possessionem, which said Petition and Order for Writ of Habere Facias Possessionem, is in the words following, to wit:

Lionel Bennett, Attorney named in mortgage made by Bernard Joseph Pearce and Della Pearce	:	In Equity No. In the Circuit Court for Somerset County, Maryland

To the Honorable, the Judges of said court:

The petition of The Marine Bank of Crisfield respectfully represents:

1. That on May 25, 1957 your petitioner became the purchaser of the mortgaged premises mentioned in the proceeds in the above cause which were sold by Lionel Bennett, attorney named in the mortgage.

2. That the said sale was duly reported, and finally ratified and confirmed by this court.

3. That Bernard Joseph Pearce and Della Pearce his wife the former owners of the said premises continued to remain upon the said property and are still in possession thereof and refuse to give up the same although possession has been demanded of them by your petitioner on several occassions. That the said former owners abandoned the premises and their present whereabouts is unknown to your petitioner.

Your petitioner therefore prays that an order may be passed by the Honorable Court requiring the said defendants Bernard Joseph Pearce and Della Pearce his wife to give and deliver up to your petitioner full possession of the mortgaged premises mentioned in the proceedings in the said cause, and sold under the decree therein passed to your petitioner.

And as in duty bound, your petitioner, etc.

Lionel Bennett
Solicitor for Petitioner

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 13 day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County afofesaid, personally appeared William M. Wooster, Vice President of The Marine Bank of Crisfield, Crisfield, Maryland, who being by me first duly sworn made oath in due form of law that the matters and facts as set forth in the foregoing petition are true to the best of his knowledge and belief.

SEAL OF NOTARY

Erma H. Coulbourne
Notary Public

ORDER

It appearing to the court that the owners of the mortgaged premises herein have abandoned the premises and that their whereabouts are unknown to the petitioner and no good cause to the contrary having been shown, it is ordered by the Court this 13 day of August, 1957, that Bernard Joseph Pearce and Della Pearce his wife forcewith deliver up to The Marine Bank of Crisfield the mortgaged premises mentioned and described in the proceedings of the court and sold by Lionel Bennett, attorney named in the mortgage to The Marine Bank of Crisfield and that a writ in the nature of habere facias possessionem be issued in

accordance with the prayer of the petitioner.

E. McMaster Duer,
Judge

And thereafter, on the Thirteenth day of August, in the year nineteen hundred and fifty-seven, was issued a Writ of Habere Facias Possessionem, which said Writ of Habere Facias Possessionem with its return thereon, is in the words following to wit:

The State of Maryland to Isaac H. Dorsey, Sheriff of Somerset County, Greeting:

Whereas, Lionel Bennett attorney named in a certain mortgage made by Bernard Joseph Pearce and Della Pearce his wife to The Marine Bank of Crisfield to sell certain real estate described as follows:

ALL that lot of land situate in the City of Crisfield, Somerset County, Maryland on the north side of Locust Street, fronting 53 1-2 ft. thereon and running back 110' and being the same premises conveyed to Bernard Joseph Pearce and Della Pearce by deed dated February 1, 1956, and recorded among the land records of Somerset County in Liber BLB 176 folio 287.

And whereas said attorney did make sale of the same to The Marine Bank of Crisfield which sale has been ratified by the Circuit Court for Somerset County, Maryland and the said Marine Bank of Crisfield has obtained a deed from the attorney for the property above mentioned; and whereas by a subsequent order made and passed in said cause, on the 13 day of August, 1957, it was adjudged and ordered that the said Bernard Joseph Pearce and Della Pearce, his wife, who held possession of the real estate, should deliver possession of the same to The Marine Bank of Crisfield, and that the writ of habere facias possessionem issue against the said Bernard Joseph Pearce and Della Pearce, his wife, to require them to deliver possession of the same; and whereas The Marine Bank of Crisfield having applied to us in our court here additional process to enforce said order.

Know ye, therefore, that to complete and carry into full effect the orders aforesaid, we have given, and from this time do give, to you full power and authority to the said real estate, situate in Somerset County aforesaid, and in the decrees and order aforesaid mentioned and expressed, to approach and enter, and from thence the said Bernard Joseph Pearce and Della Pearce, his wife, as well as all and every other person or persons in possession of the said real estate, against the form and effect of the said decrees and order aforesaid, you remove, and the said Marine Bank of Crisfield, in full, quiet and peaceful possession of all and singular the premises aforesaid, immediately, and from time to time, as often as necessary, you put and place, and the said Marine Bank of Crisfield being put and placed in possession, you protect and keep quiet. And we therefore command you that immediately after the receipt of this writ, to the said real estate aforesaid you approach and enter, and the said Bernard Joseph Pearce and Della Pearce, his wife, as well as all and every other person or persons in possession of the premises, against the form and effect of the decrees and order aforesaid, from the full, peaceable and quiet possession of all and singular the time, as often as necessary, and the said Marine Bank of Crisfield, being so put in possession, you preserve, keep and continue, and cause to be preserved, kept and continued, according to the true intent of the decrees aforesaid, our order aforesaid and of this writ.

Witness the Honorable W. Laird Henry, Chief Judge of the Circuit Court of Somerset County, in Equity, the 13th day of August, 1957.

Benjamin L. Barnes,
Clerk

RETURN:

Possession of premises delivered as ordered. August 13, 1957.

Isaac H. Dorsey, Sheriff

And thereupon, on the Twenty-first day of August, in the year Nineteen Hundred and Fifty-seven, was filed in Court here an Affidavit, which said Affidavit is in the words following, to wit:

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 5th day of August, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for Somerset County personally appeared William M. Wooster, Vice President of The Marine Bank of Crisfield, Crisfield, Maryland who made oath in due form of law that the amount due on the mortgage foreclosure herein is as follows:

Balance of principal sum due $3270.10; interest on same for 4½% from September 1, 1956 to August 5, 1957, total amount of interest being $136.70, making the sum of $3394.54.

And he further made oath that no part of the said sum of the total has been paid.

Witness my hand and notarial seal.

William M. Wooster

Lionel Bennett
Notary Public

SEAL OF NOTARY

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

Per: Benjamin L. Barnes ,Clerk

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July Term, 1957

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in July, being the 1st day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-seven.

Were present,

Hon. W. Laird Henry, Jr., Chief Judge.
Hon.. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Benjamin L. Barnes, Clerk.

Somerset County Welfare Board)
vs.)
Kate Maddox et. al.)

Be it remembered that heretofore, to wit, on the twenty-second day of October, 1956, in the year nineteen hundred and fifty-six, a certain Harry C. Dashiell, for and on behalf of Somerset County Welfare Board, exhibited and filed in the Circuit Court here a Bill of Complaint and Exhibit "A", which said Bill of Complaint and Exhibit "A", are in the words following, to wit:

Robert Chamberlain, Bernice R. Reed, Allen P.Long, R.Charles Long, Myrtle Lankford Todd, Homer Ringgold and W. Hopkins Fisher, constituting the Somerset County Welfare Board	*	No. 7254 Chancery
vs.	*	In the Circuit Court for
Kate Maddox, Manokin,Md., Maggie Maddox, Manokin, Md., Mary Hall, 1207 Nolan Court, Apt. 3, Baltimore, Md., Ernest Ward,2223 N. Howard St., Baltimore, Md., Willie Ward, 1322 Holbrook St. Baltimore, Md., and Arnell Ward,1713 N. Wolf St.Baltimore,Md.	*	Somerset County, Maryland.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Robert Chamberlain et. als. constituting the Somerset County Welfare Board, who sue for themselves as for all other creditors of Alfred Maddox and Wessie Maddox, his wife, both late of Somerset County, deceased, who will come in and

contribute to the expenses of this suit, respectfully says:

FIRST: That your Orators, the Somerset County Welfare Board, is an agency for the purpose of distributing old age assistance and as such furnished aid to the said Alfred Maddox in his lifetime in the amount of $12.50 and to Wessie Maddox in her life time in the amount of 364.99, as shown by the statement of said payments made by the Somerset County Welfare Board and herewith filed, marked Exhibit "A", and the said payments cover period from 1936 to 1956.

SECOND: That the said Alfred Maddox and Wessie Maddox, being so indebted as aforesaid unto your Orators and unto divers other persons departed this life prior to the filing of this Bill of Complaint, both intestate and leaving no children or descendants surviving them; that the said Alfred Maddox died first and then the said Wessie Maddox died in the year 1956, leaving surviving her the following sister and half brothers and sisters and descendants as her only heirs at law, viz: a sister, Mary Hall, an adult and one of the defendants, who resides at 1207 Nolan Court, Apt 3, Baltimore, Md. a half sister, Kate Maddox, an adult, who resides at Manokin, Md. a half sister, Maggie Maddox, an adult, who resides at Manokin, Md. a half brother, Ernest Ward, an adult, who resides at 2223 N.Howard St., Baltimore, Md. a half brother, Willie Ward, an adult, who resides at 1322 Holbrook St., Baltimore, Md. and the said Wessie Maddox had another half brother, Harry Ward, who is dead, leaving surviving him a son, Arnell Ward,, an adult, who resides at 1713 N. Wolf St. Baltimore, Md.

THIRD: That the said Alfred Maddox and Wessie Maddox, his wife, were in their life time, seized and possessed of valuable real estate in Fairmount Election District, Somerset County, Maryland, and which said real estate was conveyed to them by John W. Miles, by deed dated December 24 1941, and recorded among the Land Records of said County in Liber BLB No. 121 folio 513 etc., and that upon the death of the said Alfred Maddox the said real estate became the sole property of the said Wessie Maddox.

FOURTH: That the said Alfred Maddox and the said Wessie Maddox at the time of their death had no personal estate of any kind and no administration has ever been granted thereon.

TO THE END, THEREFORE:

(a) That the defendants herein may answer the several matters and things hereinbefore set forth.

(b) That the aforesaid real estate or so much thereo as may be necessary for the payment of the aforesaid debts due and owing to your Orators and to other creditors may be sold.

(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 Oragors the writ of sub-poena directed to the said Mary Hall, an adult, whose address is 1207 Nolan Court, Apt.3, Baltimore, Md. and to Kate Maddox, an adult, whose address is Manokin, Md. and to Maggie Maddox, an adult, whose address is Manokin, Md. and to Ernest Ward, an adult, whose address is 2223 N. Howard St. Baltimore, Md. and to Willie Ward, an adult, whose address is 1322 Holbook St. Baltimore, Md. and to Arnell Ward, an adult, whose address is 1713 N. Wolf Street, Baltimore, Md. commanding them them and each of them to be and appear in this Court, in person or by solicitor, at some certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duthy bound etc.,

Harry C. Dashiell, Solicitor for comnlainant

SOMERSET COUNTY WELFARE BOARD

July Term, 1957

Case #2613

Maddox, Alfred & Wessie

Manokin, Md.

Alfred Maddox

GPA

3/12/36	$6.00	
3/26/36	6.50	
	$12.50	

Wessie Maddox

APTD

10/10/55	$40.33	
11/10/55	40.33	Fed. 15.66
11/17/55	30.33	A.50
12/9/55	63.50	
	$174.49	
1/10/56	63.50	A.50
2/10/56	63.50	A.50
3/9/56	63.50	A.50
	$190.50	

Total - APTD $364.99
Total - GPA 12.50
377.49

EXHIBIT "A"

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Mary Hall, 1207 Nolan Court Ant. Baltimore, Md.
Ernest Ward, 2223 N. Howard Street, Baltimore, Md.
Willie Ward, 1322 Holbrook St. Baltimore, Md.
Arnell Ward, 1713 N. Wolf Street, Baltimore, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of November next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Robert Chamberlin, Bernice R. Reed, Allen P. Long, R. Charles Long, Myrtle Lankford Todd, Homer Ringgold, and W. Hopkins Fisher, constituting the Somerset County Welfare Board, Princess Anne, Md., against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of September Nineteen Hundred and Fifty-Six, Issued the 22nd day of October 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes, Clerk

RETURN:

"Summoned Willie Ward and Copy of the Process with Copy of the Bill of Complaint left with the defendant on the 24th day of October 1956 in the Presence of Joseph Kalenowski non sunt as to Mary Hall, Ernest Ward and Arnell Ward.

Joseph C. Dugan, Sheriff.

July Term, 1957

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: SEAL OF COURT

TO Kate Maddox, Manokin, Md. and
Maggie Maddox, Manokin, Md. GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of November next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Robert Chamberlin, Bernice R. Reed, Allen P. Long, R. Charles Long, Myrtle Lankford Todd, Homer Ringgold and W. Hopkins Fisher constituting the Somerset County Welfare Board, Princess Anne, Md., against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of September Nineteen Hundred and Fifty-Six. Issued the 22nd day of October 1956

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md. Benjamin L. Barnes Clerk

RETURN:

"Summoned Maggie Maddox and copy of Subpoena and Bill of Complaint and Exhibit "A" left with the defendant. Non Est as to Kate Maddox.

10/22/56 Isaac H. Dorsey Sheriff
Edwin B. Muir Deputy

Order to Renew
Oct.23, 1956 No.7254 Chancery

Somerset County Welfare Board

vs.

Kate Maddox et als.

Mr. Clerk:

Please re-issue subpoena in this case for Kate Maddox at 1605 N. Milbourne St.

Balto-5, Md.

Harry C. Dashiell
Sol. for Comnl.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: SEAL OF COURT

TO Kate Maddox
1605 N. Milbourne St.
Baltimore 5, Md. GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of November next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Robert Chamberlin, Bernice R. Reed, Allen P. Long, R. Charles Long, Myrtle Lankford Todd, Homer Ringgold and W. Hopkins Fisher, constituting the Somerset County Welfare Board, Princess Anne, Md., against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

July Term, 1957

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of September Nineteen Hundred and Fifty-Six Issued the 23rd day of October 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L.Barnes Clerk

RETURN:

"Summoned Kate Maddox and Copy of the Process with Copy of the Bill of Complaint left with the defendant on the 3 day of November 1956 in the Presence of William Fowler.

Joseph C. Dugan, Sheriff.

Somerset County Welfare Board *
vs. *
Kate Maddox et. als. *

No. 7254 Chancery

In the Circuit Court for Somerset County, in Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Somerset County Welfare Board, respectfully represents:

That a Bill of Complaint has heretofore been filed in this cause in which the names of two of the Respondents were stated to be Mary Hall and Arnell Ward.

That the Complainants are advised that the names of said defendants was incorrectly stated and that the correct names of said defendants should be Mary Hall Stewart who resides at 1207 Nolan Court, Baltimore, Md. and Orville Ward whose address is 1713 N. Wolf St. Baltimore, Md.

Your Complainants pray the Court to pass an order changing the names of the said defendants to the correct names as stated above and that a subpoena may issue for said defendants at the addresses given herein.

AND as in duty bound, etc.,

Harry C. Dashiell
Solicitor for the Complainants

Upon the aforegoing petition, it is this 21st day of December, 1956, by the Circuit Court for Somerset County, in Equity, ordered that the correct names of the two defendants herein be inserted in the above case as Mary Hall Stewart and Orville Ward, and that subpoenas be issued for the said defendants forthwith at the addresses given herein.

E. McMaster Duer
Judge.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Orville Ward
1713 N.Wolf Street
Baltimore, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of The Somerset County Welfare Board, against you

July Term, 1957

exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 5th day of November Nineteen Hundred and Fifty-Six Issued the 21st day of December 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s).

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes Clerk

RETURN:

"Summoned Orville Ward and a Copy of the Process with a Copy of the Bill of Complaint left with the Defendant on the 29th day of December 1956 in the Presence of John Pfeifer."

Joseph C. Dugan
Sheriff.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Mary Hall Stewart
1207 Nolan Court
Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Somerset County Welfare Board against you exhibited in the Circuit Court, For Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 5th day of November Nineteen Hundred and Fifty-six. Issued the 21st. day of December 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes Clerk.

RETURN:

"Summoned Mary Hall Stewart and Copy of the Process with Copy of the Bill of Complaint left with the defendant on the 29 day of December 1956 in the Presence of William Fowler."

Joseph C. Dugan
Sheriff.

July Term, 1957

Somerset County Welfare Board *
vs. * No.7254 Chancery
Kate Maddox et. als. *

Mr. Clerk:

Please reissue subpoena for Ernest Ward, whose address is 2223 N.Howard St. Baltimore,Md.

Harry C. Dashiell
Solicitor for Complainants

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

TO Ernest Ward
2223 N. Howard Street,
Baltimore, Maryland

SEAL OF COURT

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Robert Chamberlin, Bernice R. Reed, Allen P. Long, R. Charles Long, Myrtle Lankford Todd, Homer Ringgold, and W. Hopkins Fisher, constituting the Somerset County Welfare Board, Princess Anne, Md., against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Nineteen Hundred and fifty-seven. Issued the 9th day of January 1957.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)
Name Harry C. Dashiell
Address Princess Anne, Maryland

Benjamin L. Barnes,Clerk

RETURN:

Non Est

Joseph C. Dugan
Sheriff

Robert Chamberlain et als. *
vs. * No. 7254 Chancery
Ernest Ward et. als. *

Mr. Clerk:

Please renew subpoena for the defendant, Ernest Ward at 2223 N. Howard St., Baltimore, Md. and make the writ returnable to 1st. Monday in March.

Harry C. Dashiell
Solicitor for Complainant

July Term, 1957

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Ernest Ward
2223 W. Howard St.
Baltimore, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Somerset County Welfare Board against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry. Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Nineteen Hundred and Fifty-Seven. Issued the 20th day of February 1957.

TO THE DEFENDANTS|S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainent(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes, Clerk.

RETURN:

"Summoned Ernest Ward and a Copy of the Process with a Copy of the Bill of Complaint left with the Defendant on the 23rd day of February 1957 in the presence of Lorenzo Campbell."

Joseph C. Dugan
Sheriff

Somerset County Welfare Board
vs
Mary Hall Stewart, Kate Maddox, Magbie Maddox Erhest Ward, Willie Ward and Ornell Ward

No. 7254 Chancery

In the Circuit Court for Somerset County, in Equity.

****

The petition of the Somerset County Welfare Board respectfylly represents:

That it appears from the proceedings in said cause that all of the defendants in said cause, viz: Mary Hall Stewart, Kate Maddox, Maggie Maddox, Ernest Ward, Willie Ward and Ornell Ward have been duly summoned to appear to said Bill of Complaint, but have failed to appear and answer as required by law:

Your Petitioner therefofore prays this Honorable Court pass a decree that said Bill of Complaint be taken pro confesso against said defendants having been duly summoned to appear but failing to appear and answer as above set forth; and also appointing a Special Examiner to take the depositions in said cause.

AND as in duty bound etc.,

Harry C. Dashiell, Solicitor for Plaintiffs

UPON THE AFOREGOING PETION, it is this 20th day of March 1957, by the Circuit Court for Somerset County, in Equity, ordered and decreed that said Bill of Complaint be and the same is hereby taken pro confesso against the above defendants, Mary Hall Stewart, Kate Maddox, Maggie Maddox Ernest Ward, Willie Ward and Ornell Ward, who have been duly summoned to appear and answer as required by law.

July Term, 1957

And since it appears that Harry C. Dashiell, the regular Examiner of this Court, is the Solicitor for the Complainants in this cause it is further ordered that Lorraine W. Long be and she is hereby appoint Special Examiner to take the depositions in this cause.

E. McMaster Duer
Judge

Somerset County Welfare Bd. * No. 7254 Chancery
In the Circuit Court
vs. * For Somerset County
In Equity
Kate Maddox, etal *
********** *

In the above entitled cause, I, Lorraine W. Long, duly appointed Special Examiner by this Court, to take the depositions in this cause, do hereby certify that on this 22nd day of March, 1957, at the law office of Harry C. Dashiell, Princess Anne, Maryland, I did take the following depositions, that is to say.

Elizabeth W. Hall, a witness of lawful age, being first duly sworn deposing says:

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

Ans. My name is Elizabeth W. Hall, age 39, residence Crisfield, Maryland, occupation, the Director of the Somerset County Welfare Board.

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

Ans. I do know, of course, all the members of the Somerset County Welfare Board but I do not know the defendants, nor do I know where the defendants reside.

Int. 3. Please state whether or not you knew Alfred Maddox and Wessie Maddox in their lifetime, if so, are they living or dead and if dead, when did they die.

Ans. I knew Alfred Maddox and Wessie Maddox and I know that they resided at Manokin in Somerset County, Maryland. They are both dead. Alfred died first, in the year 1951 and Wessie died July 7, 1956.

Int. 4. Please state whether or not the said Alfred Maddox and Wessie Maddox died intestate and tell us if you can, who are their heirs at law.

Ans. I think they both died intestate without leaving any last will and testament. I never heard of any. Of my own knowledge, I cannot tell you who are their heirs at law.

Int. 5. Pleast state what connection, if any, you had with either or both of these people, that is Alfred and Wessie Maddox.

Ans. I knew them in connection with my work as the Director of the Somerset County Welfare Board. Our Board gave Wessie Maddox assistance from October 1955 to March 9, 1956 and the total amount so paid was $364.99. This was a grant of Aid to thepermanently and totally disabled person. Wessie Maddox was receiving aid up until the time of her admission to the hospital in her final illness.

Int. 6. Has any part of the above assistance paid to Wessie Maddox been paid back by anyone?

Ans. No, no part of the amount that I have testified to has been paid back.

Int. 7. Do you know anything about the property owned by Wessie Maddox at the time of her death?

Ans. I know only that she did own a house and lot a Manokin, Maryland, where she lived, but I do not know anything more about the description of the property nor what it's value is.

COURT QUESTION AND ANSWER:

There is nothing further that I can say.

Elizabeth W. Hall

TEST: Lorraine W. Long

Plaintiff files herewith account of assistance paid to Wessie Maddox, marked Exhibit "A", filed with the Bill of Complaint, to be used as evidence in this cause.

Margaret F. Baugher, a witness of lawful age, being first duly sworn deposing says:

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

Ans. My name is Margaret F. Baugher, my age, 45, residence, Manokin, Maryland, occupation, Social Worker for the Somerset County Welfare Board.

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

Ans. The only two defendants that I personally know are Kate Maddox and Maggie Maddox, both of whom live at Manokin and I have known them about all of my life. I do not know the other defendants but I know of them and that they are related to Wessie Maddox. They all live in Baltimore.

Int. 3. Did you know Wessie Maddox in her lifetime, if so, is she living or dead, if dead, when did she die. Did she or not die intestate and who are Mr heirs at law?

Ans. I did know Wessie Maddox in her lifetime because she lived right near my home at Manokin. She died July 7, 1956. I never heard of any will and I am certain that she died intestate. She had no children and her husband, Alfred Maddox, died before she did. Her heirs at law are a sister, whose name is Mary Hall Stewart, an adult, and she lives at Baltimore; two half-sisters, Kate Maddox and Maggie Maddox, both adults and both live at Manokin and I have known them about all of my life. She also had a half-brother, Ernest Ward and another half-brother, Willie Ward, both adults, and live in Baltimore. The deceased had still another half-brother, Harry Ward and he is dead leaving a son, Ornell Ward and M lives in Baltimore and is an adult. These people that live in Baltimore, I cannot say that I know them personally But I know who they are and that they were closely related to Wessie Maddox.

Int. 4. Please tell us, if you can, what real estate, Wessie Maddox owned at the time of her death. Describe it and state its value.

Ans. Wessie Maddox owned at the time of her death, a lot of land improved by a dwelling located at Manokin, in Fairmount District, Somerset County Maryland. It is on a private lane near the South side of the State Road leading to Fairmount and adjoins the lands of George W. Ballard, Grant Ballard and Samuel and Rebecca Green. This property was conveyed to Alfred and Wessie Maddox by John W. Miles, by deed dated December 24, 1941 and recorded among the land records of said Somerset County in Liber BLB 121, folio 513, etc. And upon the death of Alfred Maddox, became the sole property of Wessie Maddox. This property in my opinion is worth four or five hundred dollars.

COURT QUESTION AND ANSWER:

There is nothing further.

Margaret F. Baugher

TEST: Lorraine W. Long.

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 requirments of Genereal Equity Rule 38A have been complied with.

Given under my hand and seal this 22nd day of March, in the year nineteen hundred and fifty-seven.

Lorraine W. Long, Special Examiner (SEAL)

3/22/57- Examiner's costs $ 10.00 paid by H.C.D.

July Term, 1957

Somerset County Welfare Board *
*
vs. * No. 7254 Chancery
* In the Circuit Court
* for Somerset County,
Kate Maddox et. als. * in Equity.
*
********** *

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

IT IS THEREUPON, this 8th day of May, 1957, 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 Harry C. Dashiell be, and he is hereby appointed, Trustee to make such sale and that the course and manner of his proceedings shall be as follows:

That 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 surities, to be approved by the said Clerk, in the penalty of one thousand dollars, if private security, or one half of said arount if corporate surety, conditioned forthe faithful performance of the trust reposed in him by this decree or that may be 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 some newspaper printed in said County, and such other notice as he may think proper, of the time, place, manner and terms of sale, which termsshall be as follows: CASH on the day of sale.

AND as soon as may be convenient after any such sale, the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And upon the ratification of such sale 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, 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 Truwtee shall bring into this Court the money arising from said sale and the bonds which may be taken for the same, to be disposed of under the firection 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 have appeared to discharge his trust.

And at the time of advertising the said property, the said Trustee shall notify all persons having claims against the estate of Wessie Maddox to file their claims, duly proven, with the Clerk of the Circuit Court within sixty (60) day of said sale or sales.

E. McMaster Duer
Judge

KNOW ALL MEN BY THESE PRESENTS, that we, Harry C. Dashiell, principal, and E.Beverly Holland and Edwin B. Muir, s-urities, all of Somerset County and State of Maryland, are held and firmly bound unto the said State of Maryland, in the full and just sum of one thousand dollars ($1000.00) to be paid to the said State of Maryland, or its certain Attorney, and to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, personal represenatives and assigns, firmly by these presents, sealed with our seals and dated this 7th day of May, 1957.

WHEREAS by a decree of the Circuit Court for Somerset County in Equity, passed on the 7th day of May, 1957, in a cause pending in said Court wherein the Somerset County Welfare Board are Complainants, and Kate Maddox et. als. are respondents, the same being No.7254.

July Term, 1957

Chancery on the chancery docket of said Court, the said Harry C. Dashiell was appointed Trustee to make sale of the real estate therein mentioned and described in said cause,, all of which will appear by reference to the proceedings filed in said cause.

NOW, THEREFORE, THIS OBLIGATION WITNESSETH 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 maybe reposed in him by any future decree or order in the premises, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

AS witness the hands and seals of the parties hereto,

TEST: Betty E. Wilson — Harry C. Dashiell, Principal (SEAL)

TEST: Betty E. Wilson — G.Beverly Holland (SEAL)

TEST: Betty E. Wilson — Edwin B. Muir (SEAL)

The within Bond approved.
Benjamin L. Barnes,
Clerk.

The within Bond approved.
Benjamin L. Barnes, Clerk.

The Somerset County Welfare Board *
*
vs. * No. 7254 Chancery
In the Circuit Court
Kate Maddox, et. al. * for Somerset County, in equity
********** *

To the Honorable, the Judge of said Court:

The report of Harry C. Dashiell, Trustee, in the above entitled cause, appointed by virtue of a decree of this Court, dated May 8, 1957, to make sale of the real-estate therein mentioned, respectfully shows:

That by virtue of the power and authority contained in said decree 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 decree, and after having given at least twenty-one 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 bills posted in the Court House door, the said Trustee did in pursuance of said notice attend at the Court House door in Princess Anne, Maryland on Tuesday, June 4, 1957 at or about the hour of 2 o'clock P.M. and then and there proceeded to sell at public auction the following described property conveyed by said decree, namely:

The said Trustee offered all that lot or parcel of land situate in Fairmount Election District, in said Somerset County, Maryland at Monokin, and on a private lane near the south side of the state road leading to Fairmount, adjoining the land of George W. Ballard and Grant Ballard and Samuel and Rebecca Green and containing one acre more or less, whereon, the late Wessie Maddox resided; and being the same land which was conveyed unto Alfred Maddox and Wessie Maddox, his wife, by John W. Miles by deed dated December 24, 1941 and recorded among the land records of Somerset County in Liber B.L.B. No.121 Folio 513 etc. And upon the death of the said Alfred Maddox became the sole property of Wessie Maddox. This property is improved by a dwelling.

And the said Trustee sold said real-estate to Lloyd L. Simpkins and Thomas F. Simpkins, they being the highest bidder at and for the sum of one hundred and sixty dollars (160.00) which said amount the said purchasers have paid in cash to the said Trustee.

And the said Trustee prays a ratification of his proceedings in the premises, all of which is respectfully submitted.

Harry C. Dashiell
Trustee

July Term, 1957

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 6th day of June, 1957 before me, the subscriber, Clerk of the Circuit Court, personally appeared Harry C. Dashiell the Trustee mentioned in the aforegoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Benjamin L. Barnes
Clerk of Court

ORDER NISI
Somerset County Welfare Board *
vs.
Kate Maddox, et.als. *
********** *

No.7254 Chancery
In the Circuit Court
for Somerset County, in Equity

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 6th day of June, 1957 that the report of Harry C. Dashiell, Trustee, mentioned in the aforegoing report of sale and the sale of real-estate by him reported, be and the same is hereby ratified and confirmed, unless cause to the contrary thereof appear by exceptions filed on or before the 8th day of July, 1957; 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 22nd day of June 1957.

The report states the amount of sale to be $160.00.

Benjamin L. Barnes
Clerk of Court

It having been proved to the Court that a copy of thepreceding 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 22 day of August 1957, adjudged, ordered, and decreed by the Circuit Court of Somerset County, in Equity, that the within report of sale of Harry C. Dashiell, Trustee, and the sale by him reported, be, and the same is hereby finally ratified and confirmed.

And since it appears that Harry C. Dashiell, the regular auditor of this Court, is the Solicitor for the Complainant in this cause, it is further ordered that Hazel B. Turkington be and she is hereby appointed special auditor to state the account in this cause.

B. McMaster 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.

Benjamin L. Barnes
Per: Benjamin L. Barnes, Clerk

****

Robert Lee Lankford
Anna V. Lankford and
Mabel F. Taylor
Plaintiffs
vs.
Ella Frances Butler
Defendant

) Be it remembered that heretofore to wit, on the twenty-fourth day
) of April, in the year Nineteen Hundred and Fifty-seven, a certain
) Lionel Bennett, Attorney of Somerset County and State of Maryland
) exhibited and filed in the Circuit Court here, a Bill of Complaint,
) Exhibit A and Exhibit B, which said Bill of Complaint, Exhibit A
) and Exhibit B, are in the words following, to wit:

Robert Lee Lankford
Anna V. Lankford and
Mabel F. Taylor, all of
Marion Station, Maryland
Plaintiffs
vs.
Ella Frances Butler
Marion Station, Maryland
Defendant

) In Equity No. 7302
) In the Circuit Court for
) Somerset County, Maryland

To the Honorable the Judges of said Court:

Your Orators complaining say:

1. That Pearl Butler, Herschel Butler and the defendant, Ella Frances Butler, were seized and possessed as joint tenants with right of survivorship of certain lands and premises situated in Brinkley's Election District, Somerset County, Maryland, title to which they acquired by a certain deed made by L. Creston Beauchamp, trustee, dated March 28, 1950 and recorded among the Land Records of Somerset County in Liber BLB No. 149 folio 298, a duly certified copy of which is filed herewith as a part hereof marked "Exhibit A".

2. That the said Pearl Butler departed this life prior to February 2, 1957.

3. That the plaintiffs are the owners of an undivided one-half interest in the said parcel of real estate mentioned and described in Paragraph 1 above, title to which they acquired by a deed to them from Isaac H. Dorsey, Sheriff of Somerset County, dated March 7, 1957 and recorded among the Land Records of Somerset County in Liber B.L.B. 181 folio 208, a duly certified copy of which deed is filed herewith as a part hereof marked "Exhibit B".

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

To the end therefore.

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

2. That the proceeds of said sale may be distributed between the parties according to their respective rights and interests.

3. That your orators may have such other and further relief as the case may require.

May it please your honors to grant unto your orators the writ of subpoena directed to the said Ella Frances Butler, an adult, residing at Marion Station, Somerset County, Maryland, commanding her to be and appear in this Court in person or by solicitor 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.

Lionel Bennett
Solicitor for plaintiffs
Office & P.O. address
Crisfield, Maryland

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 16th day of April, 1957, before me, the subscriber, a Notary Public of theState of Maryland, in and for Somerset County aforesaid, personally appeared Robert Lee Lankford, Anna V. Lankford and Mabel F. Taylor, the plaintiffs in the above

entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge and belief and that the said Ella Frances Butler is not in the military service of the United States of America as defined by the Soldiers and Sailors Relief Act of 1940, and as defined by Chapter 710 of the Acts of the General Assembly of Maryland, 1941 Session.

SEAL OF NOTARY Madeline R. Rich, Notary Public

EXHIBIT A

DEED

L. CRESTON BEAUCHAMP, TRUSTEE

TO

PEARL BUTLER, HERSCHELL BUTLER AND ELLA FRANCES BUTLER

) THIS DEED, made this 28th day of March, nineteen
) hundred and fifty, by L. Creston Beauchamp, of Somerset
) County, Maryland, trustee as hereinafter set forth,
) witnesseth, that whereas, by deed of even date herewith,
) Pearl Butler and Herschel Butler, her husband, of said
) county and state, granted and conveyed unto the said L. Creston Beauchamp, of Somerset County, Maryland, as trustee, the property hereinafter described, in trust to convey the same to the said Pearl Butler Herschel Butler and Ella Frances Butler, as joint tenants with right of survivorship;

NOW THEREFORE, this deed witnesseth that in consideration of thepremises, the said L. Creston Beauchamp, trustee as aforesaid, hereby grants and conveys unto the said Pearl Butler, Herschel Butler and Ella Frances Butler, as joint tenants with right of survivorship, their heirs and assigns, all those tracts or parcels of land situate, lying and being in Brinkley's Election District, Somerset County, Maryland, binding on the state road leading from Hudson Store to Marion, adjoining the lands of Clarence Bonneville and others, and containing seventeen acres, more or less, and, also, all of the interest of the said grantor in all that marshland in said district, county and state, known as the Bonneville Marsh; the land hereby conveyed being the same and all the land which was conveyed to the said L. Creston Beauchamp, trustee, by the said Pearl Butler and Herschel Butler, her husband, by the above mentioned deed.

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

TOGETHER with the buildings and improvements 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 lands and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Pearl Butler, Herschel Butler and Ella Frances Butler, as joint tenants, with right of survivorship, their heirs and assigns, in fee simple.

WITNESS the hand and seal of the said grantor.

TEST: L. Creston Beauchamp, (SEAL)
Trustee

Betty Lou Noble

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 28th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared L. Creston Beauchamp, trustee set forth in the above deed, and duly acknowledged the aforegoing deed to be his act and deed.

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

SEAL OF NOTARY Betty Lou Noble
Notary Public

Received for Record March 28, 1950 and recorded in Liber B.L.B. No. 149, Folio 298, one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk

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STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Benjamin L. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing deed is truly and correctly copied from Liber B.L.B. No. 149, Folio 298, one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this Seventeenth day of April in the year Nineteen Hundred and Fifty-seven.

SEAL OF COURT

Benjamin L. Barnes
Clerk of the Circuit Court for Somerset County, Maryland

EXHIBIT B

THIS DEED made this 7th day of March, 1957, by Isaac H. Dorsey, Sheriff of Somerset County, in the State of Maryland,

WITNESSETH that by virtue of a writ of fieri facias issued out of the Circuit Court for Somerset County, the same being Civil Docket No. 1217, in favor of Robert Lee Lankford, Anna V. Lankford and Mabel F. Taylor against Herschel S. Butler and to the said Isaac H. Dorsey, as Sheriff of Somerset County, directed, the said Isaac H. Dorsey, as Sheriff of Somerset County, on the 2nd day of February, 1957, sold at public auction in front of the United States Post Office, Crisfield, Maryland, to Robert Lee Lankford, Anna V. Lankford and Mabel F. Taylor at and for the sum of two thousand dollars ($2,000.00), all of which has been fully paid to the said Isaac H. Dorsey, the receipt of which hereby acknowledged,

All those tracts or parcels of land situate, lying and being in Brinkley's Election District, Somerset County, Maryland, binding on the State Road leading from Hudson's Store to Marion, adjoining the lands of Clarence Bonneville and others containing seventeen acres, more or less, which are laid down and described as Lot No. 3 of the Cleared land and Lot No. 6 of the wood land on the plat filed with the deed recorded in Liber HFL No. 13 folio 369; and being the same land which was conveyed to Pearl Butler, Herschel Butler and Ella Frances Butler, as joint tenants with right of survivorship by L. Creston Beauchamp, trustee, by deed dated March 28, 1950 and recorded among the land records of Somerset County in Liber BLB No. 149 folio 298; and also all the right, title, interest and estate of said Herschel S. Butler in and to all that marsh land in said District, County and State known as Bonneville Marsh.

And special reference is here made to the deed and records aforesaid and also to the Sheriff's special return, attached to the writ of fieri facias above mentioned for a more accurate description of the lands and premises as aforesaid.

NOW THEREFORE this deed witnesseth that for and in consideration of the premises and the sum of one dollar in hand paid, the said Isaac H. Dorsey, Sheriff of Somerset County, does grant and convey unto the said Robert Lee Lankford, Anna V. Lankford and Mabel F. Taylor, their heirs and assigns, all the right, title, interest and claim of the said Herschel S. Butler, and all persons claiming by, through, or under him in and to the hereinbefore described real estate and premises.

WITNESS the hand and seal of the said Isaac H. Dorsey, Sheriff of Somerset County, the day and year first above written.

WITNESS:

/s/ Madeline R. Riggin

/s/ Isaac H. Dorsey seal
Sheriff of Somerset County

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 7th day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Isaac H. Dorsey, Sheriff of Somerset County, and acknowledged the foregoing deed to be his act and deed.

As witness my hand and seal.

/s/ Madeline R. Rich
Notary Public

Recorded among the land records of Somerset County in Liber 181 BLB 208 on March 13, 1957.

I, Benjamin L. Barnes, Clerk of the Circuit Court for Somerset County do hereby certify that the aforegoing, Marked Exhibit B, is a true and correct copy of a deed from Isaac H. Dorsey, Sheriff of Somerset County to Robert Lee Lankford, Anna V. Lankford and Mabel F. Taylor, and recorded among the Land Records of said county in Liber BLB No. 181, Folio 208, et seq. In Witness Whereof I hereunto subscribe my hand and affix the seal of said Court this 24th day of April, Nineteen hundred and fifty-seven

SEAL OF COURT

Benjamin L. Barnes, Clerk

And on the same day the following subpoena was issued, which said subpoena with its return thereon, is in the words following, to wit:

STATE OF MARYLAND
SOMERSET COUNTY, TO WIT;

SEAL OF COURT

To Ella Frances Butler
Marion Station, Maryland

GREETINGS:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of May next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Robert Lee Lankford, Anna V. Lankford and Mabel F. Taylor, all of Marion Station, Maryland against you exhibited in the Circuit Court, for Somerset County,

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the Fourth day of March Nineteen Hundred and Fifty-seven

Issued the Twenty-fourth day of April 1957.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Lionel Bennett

Address Crisfield, Maryland

Benjamin L. Barnes,
Clerk

RETURN: "Summoned & copy of Subpoena, Bill of Complaint & Exhibits "A" & "B" left with defendant 4/26/57".

Isaac H. Dorsey, Sheriff

Randall Laird, Deputy

And thereafter, on the twenty-first day of May, in the year nineteen hundred and fifty-seven, was filed in Court here, a Petition, Affidavit and Order of Court, which said Petition, Affidavit and Order of Court are in the words following, to wit:

Robert Lee Lankford
Anna V. Lankford, and
Mable F. Taylor, all of
Marion Station, Maryland
Plaintiffs

-vs-

Ella Frances Butler
Marion Station, Maryland
Defendant

* In Equity No. 7302
* In the Circuit Court
* For Somerset County,
* Maryland
*

* * * * * *

To the Honorable, the Judges of said Court:

The petition of Ella Frances Butler, infant, by Herschel S. Butler, her father and next friend, the defendant in the above entitled cause, respectfully represents:

That the said Ella Frances Butler, the defendant in the said Cause, having been returned summoned but being an infant cannot answer and defend this suit for herself and that the said infant has no guardian within the jurisdiction of this Court to answer and defend this suit for her; your petitioner, therefore, prays your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.

Harry T. Phoebus, Jr.
Solicitor for Petitioner

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 16th day of May, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harry T. Phoebus, Jr., and made oath in due form of law that the matters and things set forth in the above petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Janet Riggin
Notary Public

SEAL OF NOTARY

ORDER

ORDERED this 21st day of May, in the year nineteen hundred and fifty-seven, by the Circuit Court for Somerset County, in Equity, upon the aforegoing petition and affidavit that Grace Barnes be and she is hereby appointed guardian ad litem to appear and answer for Ella Frances Butler, the infant defendant in the above cause.

E. McMaster Duer
Judge

And thereafter, on the twenty-first day of May, in the year nineteen hundred and fifty-seven, the defendants Answer was filed in Court here, which said Answer is in the words following, to wit:

Robert Lee Lankford Anna V. Lankford and Mabel F. Taylor, all of Marion Station, Maryland Plaintiffs	*	In Equity No. 7302 In the Circuit Court For Somerset County, Maryland
-vs-		
Ella Frances Butler Marion Station, Maryland Defendant		

* * * * * * *

To the Honorable, the Judges of said Court:

The Defendant, Ella Frances Butler, infant, by Grace Barnes, guardian ad litem, duly appointed by this Court, answering the complaint filed in these proceedings, says:

1. That she admits the matters and facts alleged in Paragraphs 1, 2, 3 and 4 of the complaint.

And as in duty, bound, etc.

Grace Barnes
Guardian ad litem

Harry T. Phoebus, Jr.
Solicitor for Guardian ad litem

I hereby certify that a copy of the aforegoing answer was mailed to Lionel Bennett, Esquire, at his law office in Crisfield, Maryland, by ordinary mail, postage prepaid, this 21st day of May, 1957.

Harry T. Phoebus, Jr.
Solicitor for Guardian ad litem

And thereafter, on the fifth day of June, in the year nineteen hundred and fifty-seven, Testimony was filed in Court here, which said Testimony is in the words following, to wit:

Robert Lee Lankford, et al.
Plaintiffs

vs

Ella Frances Butler
Defendant

In Equity No. 7302

In the Circuit Court for

Somerset County, Maryland

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I, Benson W. Sterling, 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 5 day of June, 1957, in Somerset County aforesaid, I did take the following testimony, to wit:
EXAMINATION BY MR. LIONEL BENNETT:

Robert Lee Lankford, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:-

Q. Please state your name and residence. A. My name is Robert Lee Lankford and I live at Marion Station, Maryland.

Q. Are you the Robert Lee Lankford who is one of the plaintiffs in this action? A. I am.

Q. Will you please describe this property? A. One piece is on the state road leading from Hudson Store to Marion adjoining thelands of Clarence Bonneville and others, and contains about 17 acres and it is improved by a two story dwelling. The other piece is a marsh land known as Bonneville marsh.

Q. Can this property be divided between the parties to this action? A. No.

Q. Do you believe that in order to make a division of your respective interests it will be necessary that the real estate be sold and the proceeds divided between you? A. Yes, that is the only way it can be done.

COURT'S QUESTION: A. Noisir.

Benson W. Sterling Robert Lee Lankford

H. Parker Tull, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:-

Q. Please state your name residence and occupation. A. My name is H. Parker Tull. I reside in Crisfield, and I am engaged in the real estate and insurance business.

Q. Are you familiar with the value of the land in the vicinity of the premises described by the previous witness? A. I am.

Q. Have you made appraisals heretofore of such property? A. I have.

Q. At my request did you make an appraisal of the premises mentioned above? A. I did.

Q. Will you please describe this property? A. There are two pieces of land, One piece contains about 17 acres of land and improved by a dwelling and farm out-buildings. The other piece is a marsh land known as Bonneville marsh.

Q. Have you formed an opinion of the fair market value of this property? A. Yes.

Q. What is the fair market value of the premises in your opinion? A. $5,000.00

Benson W. Sterling H. Parker Tull

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

Bill of Costs:

Examiner $10.00

Witness my hand and seal.

Benson W. Sterling seal
Examiner in Chancery

Robert Lee Lankford, et al.
Plaintiff

vs

Ella Frances Butler
Defendant

In Equity No. 7302

In the Circuit Court for

Somerset County, Maryland

STIPULATION

It is hereby stipulated and agreed between the attorneys for the parties hereto that the defendant waives notice of the time and place of the taking of testimony herein.

Lionel Bennett
Attorney for Plaintiff

Harry T. Phoebus
Attorney for Defendant

And afterwards, on the fifth day June, in the year nineteen hundred and fifty-seven, an Order to Appoint Trustee was filed in Court, which said Order to Appoint Trustee is in the words following, to wit:

Robert Lee Lankford, et al.
Plaintiffs

vs

Ella Frances Butler
Defendant

In Equity No. 7302
In the Circuit Court for
Somerset County, Maryland

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

It is thereupon this 5th day of June 1957, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the real estate in the proceedings mentioned be sold; and it is further

Ordered, adjudged and decreed that Lionel Bennett be andhe is hereby appointed trustee to make such sale and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in thepenalty of five thousand dollars ($5,000.00) if corporate or ten thousand dollars ($10,000.00) if private surety 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 some newspaper published in the City of Crisfield, Somerset County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

A cash deposit of 10% of the purchase price at the time of sale and the balance in cash upon final ratification of sale by the Circuit Court for Somerset County, interest to be paid on the unpaid principal to date of settlement, taxes, water rent, and all other public charges, if any, to be adjusted to the date of settlement and as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the trust thereof and of the fairness of said sale; and on obtaining this Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her, or their heirs the property and estate to him, her, or them sold free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from, or under them, or 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.

E. McMaster Duer
Judge

And thereafter, to wit, on the tenth day of June, in the year Nineteen Hundred and Fifty-seven, the said Lionel Bennett, Trustee, filed in Court here a bond, which said bond is in the words following, to wit:

IN THE CIRCUIT COURT OF SOMERSET COUNTY

STATE OF MARYLAND

Robert Lee Lankford, etal	
versus	Bond of Trustee to Sell
Ella Frances Butler	

KNOW ALL MEN BY THESE PRESENTS: That we, Lionel Bennett, Crisfield, Maryland as Principal and, The Fidelity and Casualty Company of New York, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and 00/100 Dollars ($5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 6th day of June in the year of our Lord one thousand, nine hundred and Fifty-Seven.

WHEREAS THE ABOVE BOUNDEN Lionel Bennett by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County has been appointed trustee to sell Property located in Somerset County on road from Marion to Hudson's Corner mentioned in the proceedings in the case of Robert Lee Lankford, etal versus Ella Frances Butler now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Lionel Bennett 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.

Erma Coulbourne — Lionel Bennett (SEAL)

Martha Cunningham — The Fidelity and Casualty Company of New York By Karl L. Johnston, Attorney (CORPORATE SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
POWER OF ATTORNEY
BONDING DEPARTMENT
80 Maiden Lane, New York, N. Y.

KNOW ALL MEN BY THESE PRESENTS:

That the Fidelity and Casualty Company of New York has made, constituted, and appointed, and by these presents does make, constitute, and appoint Karl L. Johnston of Baltimore, Maryland its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings, and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of ten thousand dollars.

IN WITNESS WHEREOF The Fidelity and Casualty Company of New York has caused its official seal to be hereunto affixed, and these presents to be signed by one of its vice presidents and attested by one of its secretaries this 30th day of April, 1957

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Attest: A. J. Miller, Secretary. — By Carroll R. Young, Vice President.

STATE OF NEW YORK,)
) ss:
COUNTY OF NEW YORK,)

A. J. Miller, being duly sworn, deposes and says:

That he is a secretary of The Fidelity and Casualty Company of New York, the corporation which is described in and which executed the instrument overleaf; that he knows the corporate seal of the said corporation; that the seal affixed to the instrument to the instrument overleaf is the corporate seal of The Fidelity and Casualty Company of New York, and was thereto affixed by order and authority of the board of directors of the said Company; that he signed his name thereto by like order and authority; that he is acquainted with Carroll R. Young and knows him to be a Vice President of the said Company; that the signature of the said Carroll R. Young subscribed to the said instrument is the genuine handwriting of the said Carroll R. Young, and was thereto subscribed by order and authority of the said board of

directors of the said Company; that the said Company is duly and legally incorporated under the laws of the State of New York, and has complied with and is now complying with the provisions of the Act of Congress of July 30, 1947, allowing certain corporations to be accepted as surety on bonds.

The deponent further states that the following is a true copy of an extract from the minutes of a meeting of the board of directors of the said Company held at its office in the City of New York on the 19th day of December, 1956, a quorum being present, and the resolution contained in the said extract was unanimously adopted and is now in full force and effect:

"RESOLVED, that Frank A. Christensen, Chariman of the Board, J. Victor Herd, President of the Company, Gilbert L. Kerr, Erwin H. Luecke, Harold S. Robinson, and Carroll R. Young, each a Vice President of the Company, be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute in behalf of The Fidelity and Casualty Company of New York bonds, undertakings, and all contracts of suretyship; and that any Vice President, or any Secretary, or any Assistant Secretary be, and that each of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of the Company."

Sworn to before me this
30th day of April, 1957
Evelyn S. O'Donnell
Notary Public
City of New York.

A. J. Miller
Secretary.

I, A. J. Miller, a secretary of The Fidelity and Casualty Company of New York, do hereby certify that I have compared the copy of the power of attorney overleaf and the foregoing copy of the affidavit annexed to the said power of attorney with the originals now on file in the home office of the said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that the said power of attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Company this 6th day of June, in the year of one thousand nine hundred and Fifty-Seven

The within Bond approved
Benjamin L. Barnes, Clerk

A. J. Miller
Secretary

CORPORATE SEAL

And thereafter to wit, on the tenth day of July, in the year nineteen hundred and fifty-seven, was filed in the Circuit Court here a Report of sale, Order Nisi and Final Order, which said Report of Sale, Order Nisi and Final Order are in the words following, to wit:

Robert Lee Lankford, et al.
Plaintiffs

vs

Ella Frances Butler
Defendant

In Equity No. 7302
In the Circuit Court for
Somerset County, Maryland

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Lionel Bennett, trustee appointed by this Court by order herein dated June 5, 1957, 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 reposed in him by said order, and having given at least three weeks notice of the time, place, manner and terms of sale by advertisement in the Crisfield Post, a weekly newspaper published in the City of Crisfield, Somerset County, for three successive weeks before the day of the sale, he did pursuant to said notice attend at the steps of the Post Office at Crisfield, Maryland, on the 29th day of June, 1957, at two o'clock, p.m. and then and there proceeded to sell the property described in the bill of complaint, to wit:

All those tracts or parcels of land situate lying and being in Brinkleys Election District, Somerset County, Maryland, binding on the state road from Hudson's Store to Marion adjoining

the lands of Clarence Bonneville and others and containing 17 acres, more or less, which are laid down and described as lot No. 3 of the cleared land and Lot No. 6 of the wood land on the plat filed with the deed recorded in Liber HFL 13 folio 369, and also, all of the interest of Robert Lee Lankford, Anna V. Lankford, Mabel F. Taylor and Ella Frances Butler in all that marsh land in said district, county and state known ar the Bonneville Marsh being the same premises which were conveyed to Pearl Butler, Hershel Butler and Ella Frances Butler by deed dated March 28, 1950 and recorded in Liber 149 BLB 298.

And sold the same to Clarence Bonneville and Lidia Bonneville his wife, they being the highest bidders therefor at and for the sum of four thousand one hundred dollars ($4,100.00), and the purchaser has complied with the terms of sale.

Respectfully submitted,

Lionel Bennett
Trustee

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 29th day of June, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Lionel Bennett, trustee named in the aforegoing 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 mentioned and reported was fairly made.

As witness my hand and notarial seal the day and year first above written.

Betty E. Wilson
Notary Public

SEAL OF NOTARY

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary be shown on or before the 12th day of August, 1957, 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 27th day of July 1957.

The report states the amount of sale to be four thousand one hundred dollars ($4,100.00).

Benjamin L. Barnes
Clerk

FINAL ORDER

Ordered by this Court this 22 day of August 1957, that the sale made and reported by the trustee herein be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

E. McMaster 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: Benjamin L. Barnes Clerk

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January Term, 1936

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

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

Were present, Hon. Benjamin A. Johnson, Chief Judge.
Hon. James M. Crockett, Asso. Judge.
Wm. H. Dryden, Esq., Sheriff Hon. T. Sangston Insley, Asso. Judge.

J. Millard Tawes , Clerk

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

Edgar A. Jones, Assignee, Ex-parte, under power in mortgage from Joseph W. Hayman and Mary E. Hayman, his wife, to Peoples Bank of Somerset County : Be it remembered that heretofore to wit, on the 19th day of December, in the year Nineteen Hundred and Thirty-five, a certain Edgar A. Jones, Attorney, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an Original Mortgage, which said Original Mortgage, is in the words following, to wit:

Edgar A. Jones, Assignee, Ex-parte, under power in mortgage from Joseph W. Hayman and Mary E. Hayman, his wife, to Peoples Bank of Somerset County. : No. 4777 Chancery
In the Circuit Court
for Somerset County,
Maryland.

MORTGAGE

Peoples Bank
from
Jos. W. Hayman & wife
****

* THIS MORTGAGE, Made this eighth day of December in the year nineteen hundred and twenty-four, by Joseph W. Hayman and Mary E. Hayman, his wife, of Somerset County, in the State of Maryland, witnesseth:

* Whereas the said Joseph W. Hayman and Mary E. Hayman, his wife, are justly and bona fide indebted unto the Peoples Bank of Somerset County, a body corporate in the full and just sum of nine hundred and thirty-six dollars ($936.00) for money loaned, as evidenced by the joint bill obligatory of the said Joseph W. Hayman and Mary E. Hayman his wife, to the said Peoples Bank of Somerset County, a corporation aforesaid, and dated evenly herewith and payable to the said Peoples Bank of Somerset County, a corporation one year after date with interest from date payable semi-annually from date, and whereas for the purpose of securing the payment of said sum of Nine Hundred and Thirty-six dollars ($936.00) with interest as aforesaid, this mortgage is executed.

Now therefore this mortgage witnesseth, that in consideration of the premises and the sum of one dollar the said Joseph W. Hayman and Mary E. Hayman, his wife, do grant and hereby convey unto the said Peoples bank of Somerset County, a body corporate its successors and assigns, all that lot or parcel of land situate, lying and being in West Princess Anne Election District, in Somerset County, in the State of Maryland, and on Bowland's Hill, and beginning on the west side of a lane or road on said Hill at the south east corner of the land owned by Alice Dashiell, thence running west by and with the south line of said Dashiell land to the land of James A. White, thence by and with the land of said White in a southerly direction to the land of Sandy Bowland's heirs land in and easterly direction to the west side of said lane or road, thence by and with said lane or road to the place of beginning and being all the land which was conveyed unto the said Joseph W. Hayman by George H. Carr & wife by deed dated on the 24th. day of October, 1918, and to which said deed a and all the recitals therein contained and duly recorded among the Land records of Somerset County, Maryland, in Liber W.J.S. No.77, folio 66 et seq. reference is here made for a more full and particular description of the land and premises hereby conveyed.

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

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

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

AND it is agreed, that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the 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 Joseph W. Hayman and Mary E. Hayman, his wife, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee 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 to first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf, shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors - covenant - to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee, and one-half the commission hereinbefore mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

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

WITNESS the hands and seals of said mortgagors.

Test: Vernon E. White

Joseph W. Hayman (SEAL)

Mary E. Hayman (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th 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 Somerset County, aforesaid, personally appeared Joseph W. Hayman and Mary E. Hayman, his wife, the mortgagors named in the foregoing mortgage and did each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Omar J. Croswell, Cashier and agent of the Peoples Bank of Somerset County and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bonafide as therein set forth, and that he the said Omar J. Croswell is the Cashier and agent of the said Peoples Bank of said County, the above named mortgagee and is authorized to make this affidavit.

(Seal of) In testimony whereof, I have hereunto subscribed my name and affixed my
(Notary) Notarial Seal the day and year hereinbefore first written.

Vernon E. White, Notary Public.

Received for Record Jan. 21, 1925, and recorded in Liber W.J.S. No. 89, folio 48 &c, one of the Land Records of Somerset County.

Per: W. Jerome Sterling, Clerk

ASSIGNMENT

Under authority of an order of the Circuit Court for Somerset County, Maryland, passed in Chancery Cause, No. 4367, on December 14th 1935, the Peoples Bank of Somerset County hereby assigns the within mortgage to Warren F. Sterling, Duly appointed Receiver for said Peoples Bank of Somerset County.

Witness the Corporate Seal of said Bank and the hand of Robert F. Duer, Vice-President thereof, this 14th day of December, Nineteen hundred and thirty-five.

(Corporate)
(Seal)

Robert F. Duer (SEAL)
Vice-President, Peoples Bank of Somerset County.

Frances H. Benson
Witness.

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, attorney, of Somerset County, Maryland.

Witness my hand and seal this 18 day of December, nineteen hundred and thirty-five.

Seal of Bank
(Commissioners)

Frances P. Sterling (SEAL)
Receiver for the Peoples Bank of Somerset County.

Winifred A. Duggan
Witness

Filed for Record 19th day of December 1935. Test: J. Millard Tawes, Clerk

(FOR BOND SEE FOLIO 75)
AFTER ORDER OF COURT

Edgar A. Jones, Assignee, Ex-parte, under power in mortgage from Joseph W. Hayman and Mary E. Hayman, his wife, to Peoples Bank of Somerset County	* * *	No. 4777 Chancery In the Circuit Court For Somerset County, Maryland.

* * * * * * *

To the Honorable, the Judges of said Court:

The report of Edgar A. Jones, Assignee of a mortgage amde and executed by Joseph W. Hayman and Mary E. Hayman, his wife, to the Peoples Bank of Somerset County, dated December eighth, nineteen hundred and twenty-four, and recorded among the land records of Somerset County in Liber W.J.S. No.89, folio 48, etc., 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 becomes due and demandable and said mortgage having been assigned to the said Edgar A. Jones for the purpose of foreclosure and collection, respectfully represents to your Honors:

That after giving bond with security approved by the Clerk of this Court for the faithful performance of the trust so as aforesaid reposed in him by said mortgage and as required by law, and giving more than twenty days notice of the time, manner and terms of sale by advertisement in the Somerset News, a weekly newspaper published in said Somerset County once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in Princess Anne, Maryland, on the 14th day of January, 1936 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, in Somerset County, Maryland, and on Bowland's Hill, on the west side of a road on said Hill, adjoining the lands owned or formerly owned by Alice Dashiell, the lands owned or formerly owned by James A. White and the land owned by Warren F. Sterling, Receiver for Peoples Bank of Somerset County, and being the same land which was conveyed to the said Joseph W. Hayman by George H. Carr and wife by deed dated October 24th, 1918, and recorded among the aforesaid land records in Liber W.J.S. No.77, folio 66, 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 four hundred dollard, the purchaser has complied with the terms of saleand your assignee has distributed the proceeds of said sale as follows:

Total receipts from sale -		$400.00
To Carlos Bozman, Treasurer, for 1933, '34 and '35 State and County taxes	$17.74	
To The Somerset News, publishing advertisement and order nisi	19.00	
To J. Millard Tawes, Clerk of the Court, costs	21.50	
To Edwin B. Muir, auctioneer's fee	2.00	
To Attorney, minimum fee	25.00	85.24
Balance to be credited on mortgage debt		$314.76
Principal mortgage debt	755.06	
Interest on mortgage debt	165.01	920.07
Balance due on mortgage debt		605.31

Respectfully submitted,

Edgar A. Jones
Assignee

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 16th day of January, nineteen hundred and thirty-six, before me, the subscriber, Clerk of the Circuit Court for Somerset County, personally appeared Edgar A. Jones, assignee named in the foregoing report of sale, and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

J. Millard Tawes
Clerk

Edgar A. Jones, Assignee, Ex-parte, under power in mortgage from Joseph W. Hayman and Mary E. Hayman, his wife, to Peoples Bank of Somerset County	*	No. 4777 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 18th day of February, 1936, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County, once in each of three successive weeks before the 15th day of February, 1936.

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

J. Millard Tawes, Clerk

Edgar A. Jones, Assignee, Ex-parte, under power in mortgage from Martha W. Hayman and George S. Hayman to Peoples Bank of Somerset County	*	No. 4777 Chancery In the Circuit Court for Somerset County, Maryland

* * * * * *

Ordered by the Court this 19th day of February, nineteen hundred and thirty-six, that the sale made and reported by the Trustee and the distribution of the proceeds be and the same are hereby finally ratified and condirmed, no cause to the contrary having been shown.

James M. Crockett
Judge.

And thereafter to wit, on the Fourteenth day of January in the year nineteen hundred and thirty-six, was filed in Court here a Bond of Edgar A. Jones, Ex Parte, which said Bond is 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 Marvland, 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 thirteenth day of January 1936.

Whereas, by mortgage dated the 8th day of December, 1924, recorded among theland records of Somerset County, Maryland, in Liber W. J. S. No. 89, folio 48, a certain Joseph W. Hayman and Mary E. Hayman, his wife, conveyed to the Peoples Bank of Somerset County certain real estate in said county, and whereas, default has occurred in the terms and conditions of said mortgage and whereas said mortgage has been assigned to the said Edgar A. Jones for the purpose of foreclosure, and whereas by virtue of thepower and authority contained in said mortgage said Edgar A. Jones is authorized to sell the mortgaged property, and whereas the said Edgar A. Jones is about to exercise the power of sale contained in said mortgage.

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 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.

Edgar A. Jones, Principal (SEAL)

Test: Benjamin L. Barnes Corporate Seal

Maryland Casualty Company
By L. C. Beauchamp, Attorney-in-Fact

The within Bond approved.

J. Millard Tawes, Clerk.

Filed for Record 14th January 1936 and recorded in Book of Bonds G.W.L. No. 5 folio 333 &c.

Test: J. Millard Tawes, Clerk

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

Per: ,Clerk

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September Term, 1957

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in September, being the 2nd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-seven.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge.
Hon. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Benjamin L. Barnes, Clerk.

Leroy Dashiell and Lena Dashiell, his wife

vs.

Archie Dashiell and Phylis Dashiell, his wife, Parron Dashiell and Ruby Dashiell, his wife, Wilbert Dashiell and Lorenzo Dashiell and Catherine Dashiell, his wife.

Be it remembered that heretofore, to wit, on the Twenty-ninth day of January, in the year nineteen hundred and fifty-seven, a certain L. Creston Beauchamp, for and on behalf of Leroy Dashiell and Lena Dashiell, his wife, exhibited and filed in the Circuit Court here a Bill for Partition, which said Bill for Partition is in the words following, to wit:

Leroy Dashiell and Lena Dashiell, his wife, of Princess Anne, Somerset County, Maryland	:	No. 7272 Chancery
vs.	:	In the Circuit Court for
Archie Dashiell and Phylis Dashiell, his wife, of Eden, Somerset County, Maryland, Parron Dashiell and Ruby Dashiell, his wife, of Eden, Somerset County, Maryland, Wilbert Dashiell, widower, 612 Nunn Street, Wilmington, North Carolina and Lorenzo Dashiell and Catherine Dashiell, his wife, 2023 Park Avenue, North Philadelphia, Pennsylvania.	:	Somerset County, Maryland

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orators, complaining, say:

1. That Lee Dashiell, late of Somerset County, Maryland, deceased, was in his life time and at the time of his death, seized and possessed of a large amount of real estate lying in East Princess Anne Election District, Somerset County, Maryland, consisting of a comfortable home purchased from Thomas Shores and wife, by deed dated November 14, 1944, recorded among the Land Records of said Somerset County in Liber No. 128, folio 266, and eleven (11) acres of valuable growing timber purchased from Henry Jones and others, by deed dated May 11, 1918, recorded among said Land Records in Liber No. 74, folio 221.

2. That being so seized and possessed the said Lee Dashiell departed this life intestate on or about the Spring of 1956, leaving no widow and the following as his only children and heirs at law, all of whom are over the age of twenty-one years.

A son, Archie Dashiell, who inter-married with Phylis Dashiell, living in Eden, Somerset County, Maryland.

A son, Parron Dashiell, who inter-married with Ruby Dashiell, living in Eden, Somerset County, Maryland.

A son, Leroy Dashiell, who inter-married with Lena Dashiell, living in Princess Anne, Somerset County, Maryland.

A son, Wilbert Dashiell, widower, living at 612 Nunn Street, Wilmington, North Carolina.

A son, Lorenzo Dashiell, who inter-married with Catherine Dashiell, living at 2023 Park Avenue, North Philadelphia, Pennsylvania.

3. That a partition of said property among the parties entitled thereto according to their several interest therein as aforesaid, can not be made without serious loss to the parties entitled.

To the end therefore:

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

2. That the proceeds of said sale may be distributed among the parties entitled to interest therein, according to their respective interest.

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

May it please your Honor to grant unto your orators the writ of subpoena directed to the said Archie Dashiell and phylis Dashiell, his wife of Eden, Somerset County, Maryland, and Parrun Dashiell and Ruby Dashiell, his wife, of Eden, Somerset County, Maryland, commanding them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein; and, also, the order of publication giving notice to the said Wilbert Dashiell, widower, and Lorenzo Dashiell and Catherine Dashiell, his wife, who are non-residents of the State of Maryland, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Plaintiffs

And thereafter, to wit, on the thirtieth day of January, in the year ninteen hundred and fifty-seven, was issued a Subpoena, which said Subpoena with its return thereon, are in the words following, to wit:

THE STATE OF MARYLAND

SOMERSET COUNTY, TO WIT: SEAL OF COURT

TO Archie Dashiell and Phylis Dashiell, his wife, and Parron Dashiell and Ruby Dashiell, his wife, all of Eden, Somerset County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of February next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Leroy Dashiell and Lena Dashiell, his wife, of Eden, Somerset County, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of January Nineteen Hundred and Fifty-Seven. Issued the 30th day of

January, 1957.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Md.

Benjamin L. Barnes
Clerk

RETURN:

Summoned severally and copy of Subpoena and Bill left with each defendant 2/1/57.

Isaac H. Dorsey, Shoriff

Edwin B. Muir, Deputy

And thereafter, on the eighteenth day of March, in the year Nineteen Hundred and Fifty-seven, was issued an Order of Publication, which said Order of Publication, is in the words following, to wit:

Leroy Dashiell and Lena Dashiell, his wife, of Princess Anne, Somerset County, Maryland	:	No. 7272 Chancery
vs.	:	In the Circuit Court for
Archie Dashiell and Phylis Dashiell, his wife, of Eden, Somerset County, Maryland, Parron Dashiell and Ruby Dashiell, his wife, of Eden, Somerset County, Maryland, Wilbert Dashiell, widower, 612 Nunn Street, Wilmington, North Carolina and Lorenzo Dashiell and Catherine Dashiell, his wife, 2023 Park Avenue, North Philadelphia, Pennsylvania,	:	Somerset County, Maryland.

. . . . . .

The object of this suit is to procure a sale of certain real estate in East Princess Anne Election District, Somerset County, Maryland.

The bill states that Lee Dashiell, late of Somerset County, Maryland, deceased, was in his life time and at the time of his death, seized and possessed of a large amount of real estate lying in East Princess Anne Election District, Somerset County, Maryland, consisting of a comfortable home purchased from Thomas Shores and wife, by deed dated November 14, 1944, recorded among the Land Records of said Somerset County, in Liber No. 128, folio 266, and eleven (11) acres of valuable growing timber pruchased from Henry Jones and others, by deed dated May 11, 1918, recorded among said Land Records in Liber No. 74, folio 221; that being so seized and possessed, the said Lee Dashiell departed this life intestate on or about the Spring of 1956, leaving no widow and the following as his only children and heirs at law, all of whom are over the age of twenty-one years, Leroy Dashiell and Lena Dashiell, his wife, Archie Dashiell and Phylis Dashiell, his wife, Parron Dashiell and Ruby Dashiell, his wife, Wilbert Dashiell, widower, and Lorenzo Dashiell and Catherine Dashiell, his wife; that a partition of said property among the parties entitled thereto according to their several interest therein as aforesaid, can not be made without serious loss to the parties entitled; that the said Wilbert Dashiell, widower, and Lorenzo Dashiell and Catherine Dashiell, his wife, are non-residents of the State of Maryland and that Archie Dashiell and Phylis Dashiell, his wife, and Parron Dashiell and Ruby Dashiell, his wife, are all residents of Somerset County, Maryland.

It is thereupon, this 18th day of March, 1957, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the plaintiffs by causing a copy of this order to be published in some newspaper published in said Somerset County once in each of four

successive weeks before the 23rd day of April, 1957, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 11th day of May, 1957, to show cause, if any they have, why a decree ought not be to passed as prayed.

Benjamin L. Barnes
Clerk

Thereafter, on the twenty-ninth day of May, in the year nineteen hundred and fifty-seven, was filed in Court here, a Petition for Decree Pro Confesso and Order to take Testimony, which said Petition and Order, are in the words following, to wit:

Leroy Dashiell and Lena Dashiell, his wife,	:	No. 7272 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Archie Dashiell, et als.	:	

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiffs respectfully represents that four of the defendants herein, Archie Dashiell and Phylis Dashiell, his wife, and Parron Dashiell and Ruby Dashiell, his wife, have been duly summoned to appear to the bill of complaint in the above cause and have failed to appear to or answer the same within the time required by the rules of this Court; and that the order of publication heretofore passed in this cause has been published according to its provisions, and that the said Wilbert Dashiell and Lorenzo Dashiell and Catherine Dashiell, his wife, the three non-resident defendants mentioned in said order of publication, have failed to appear to said bill of complaint within the time required by said order;

The plaintiffs therefore pray this Court to pass a decree pro confesso against the said adult non-answering defendants.

And, also, to pass an order to take testimony in said cause.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Plaintiffs

It appearing in the above entitled cause that the four defendants, Archie Dashiell and Phylis Dashiell, his wife, and Parron Dashiell and Ruby Dashiell, his wife, have been duly summoned to appear to the bill of complaint filed herein and have failed to appear to or answer said bill; and that the order of publication, heretofore passed therein, has been duly published according to its provisions, and that the said Wilbert Dashiell and Lorenzo Dashiell and Catherine Dashiell, his wife, the three non-resident defendants mentioned in said order of publication, have failed to appear to said bill within the time required by said order;

It is, thereupon, this 29th day of May, 1957, upon the aforegoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the bill of complaint in the above cause be, and the same is hereby taken pro confesso against the said adult non-answering defendants.

And it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

E. McMaster Duer
Judge

And thereafter, on the seventeenth day of June, in the year nineteen hundred and fifty-seven, was filed in Court here Testimony, which said Testimony is in the words following, to wit:

Leroy Dashiell & Lena Dashiell, his wife,	:	No. 7272 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Archie Dashiell, 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, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, do hereby certify that on Thursday, the 13th day of June, 1957, at the office of L. Creston Beauchamp, in Princess Anne, Maryland, I did take the following despositions, that is to say:

Archie Dashiell, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Archie Dashiell, 42, Eden, Maryland, farmer.

Int. (2) Do you know the parties to this suit and if so how long have you known them and did you know Lee Dashiell in his life time. Is he living or dead and did he die testate or intestate?

Ans. Lee Dashiell was my father, he died in the spring of 1956, leaving no widow but leaving as his only heirs at law the following childred: Leroy Dashiell, his son, adult, who intermarried with Lena Dashiell, and they live in Princess Anne, Maryland. (2) Wilbert Dashiell, a son, adult, widower, who lives in Wilmington, North Carolina. (3) A son, Lorenzo Dashiell, adult, who married Catherine Dashiell, and they live in N. Philadelphia, Pa. (4) A son, Archie Dashiell, adult, who inter-married with Phylis Dashiell, and they live in Eden, Maryland. (5) A son, Parron Dashiell, adult, who intermarried Ruby Dashiell, and they live in Eden, Maryland. That no will has ever been filed and no administration ever taken out.

Int. (3) State what, if any property Lee Dashiell left at his death and whether such property can be divided equally between the parties entitled therein or whether the property will have to be sold and the proceeds divided.

Ans. My father left a house and lot in East Princess Anne Election District, Somerset County, Maryland, inproved by a home which he purchased from Thomas Shores and wife; and also 11 acres of growing timber which he purhcased from Henry Jones and others. This property can not be divided equally between the parties entitled thereto but must be sold and the proceeds divided. I should say the value of the house and lot is eighteen hundred to two thousand dollars and the 11 acres of timber land at about one thousand dollars.

Court question and answer: Nothing further.

TEST: Archie Dashiell
Harry C. Dashiell
Examiner

Elihue Barkley, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Elihue Barkley, 55, Eden, Maryland, farmer.

Int. (2) Do you know the parties to this suit and if so how long have you known them and did you know Lee Dashiell in his life time and state if he is living or dead; if dead, when did he died and did he die testate or intestate and what, if any property did he leave.

Ans. I knew Lee Dashiell, he died in the spring of 1956 and left as his only heirs at law his five childred, all sons, and all adults and living. He left a house and lot near Eden Station worth about eighteen hundred or two thousand dollars and 11 acres of growing timber worth around one thousand dollars. He died intestate as far as I know and no administration has been granted on his estate.

Int. (3) Please state if this property can be divided equally between the parties intitled to interest therein or would it have to be sold and the money divided?

Ans. There is no way the property can be divided equally, it will have to be sold and the proceeds divided.

Court question and answer: That is about all I know.

TEST: Elihue Barkley
Harry C. Dashiell
Examiner

There being no further witnesses produced to me to be examined, I herewith at the request of the plaintiff's solicitor return the above desposition to the Court and certify that all the requirements of General Equity Rule 28A have been complied with, and that the examiner's costs have been paid by the complainant.

Given under my hand and seal this 15th Day of June, 1957.

Cost: Harry C. Dashiell- Exam. $10.00 Harry C. Dashiell (SEAL)
Examiner in Chancery

And thereafter, on the First day of July, in the year Nineteen Hundred and Fifty-seven, was filed in Court a Decree, which said Decree is in the words following, to wit:

Leroy Dashiell, et als	:	No. 7272 Chancery
vs.	:	In the Circuit Court for
Archie Dashiell, et als	:	Somerset County, Maryland

. . . . . .

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

It is thereupon this 1st day of July, 1957, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be, and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows: He shall first file in the office of the Clerk of the said Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by the said Clerk, in the penalty of three thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty-one days previous notice, inserted in some newspaper printed in said Somerset County, and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: Cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the afirness of such sale annexed. And on the ratification of such sale by this Court, and on the payment of the whole purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustee shall bring into this Court the money arising on said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have appeared to discharged his trust.

E. McMaster Duer
Judge

And thereafter, on the Twenty-third day of July, in the year Nineteen Hundred and Fifty-seven, was filed in Court a Trustee's Bond, which said Bond, is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 23d day of July, Nineteen hundred and fifty-seven.

WHEREAS, by a decree of the Circuit Court for Somerset County, Maryland, bearing date the 1st day of July, 1957, and passed in a cause in said Court pending wherein Leroy Dashiell, et al are the complainants and Archie Dashiell et als are the defendants, the same being No. 7272 on the Chancery Docket of said Court, the above named L. Creston Beauchamp was appointed Trustee, with power to sell the house and lot in said cause decreed to be sold, and whereas, the said L. Creston Beauchamp is about the enter upon the execution of said trust;

NOW THE CONDITION of the above obligation is such that, if the above bounden L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by and further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principal
MARYLAND CASUALTY COMPANY
By L. C. Beauchamp
Attorney in Fact

Witness: Grace J. Barnes

CORPORATE SEAL

The within Bond approved.

Benjamin L. Barnes, Clerk

And thereupon, on the Third day of September, in the year Nineteen hundred and Fifty-seven, was filed in Court here, a Report of Sale, Affidavit, Order Nisi and Final Order, which said Report of Sale, Affidavit, Order Nisi and Final Order are in the words following, to wit:

Leroy Dashiell, et al	:	No. 7272 Chancery
vs.	:	In the Circuit Court for
Archie Dashiell et als	:	Somerset County, Maryland.

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, Trustee in the above entitled cause, appointed by a decree of this Court dated July 1st, 1957, to make sale of the real estate mentioned, respectfully shows:

That by virtue of the power and authority contained in said decree 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 decree, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said county and by handbill posted at the Court House door in said County, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Maryland, Tuesday, July 30, 1957, at the hour of 2:00 o'clock P.M. and thon and there proceeded to sell at public auction the following described property mentioned in said decree, namely:

He offered all those lots or parcels of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, described as follows:

1. All that lot or parcel of land situate as aforesaid and adjoining the land of Julia Taylor, containing 11.14 acres of timber land, more or less, and being more particularly described on a plat and certificate of survey mnde by Earle B. Polk, Surveyor, on or about the 23rd day of April, 1918, which was conveyed unto Lee Dashiell by Henry Jones and others, by deed dated May 11, 1918, recorded among the Land Records of said Somerset County in Liber No. 74, folio 221.

2. All that lot or parcel of land situate as aforesaid and binding on the north side of the county road leading from Eden to Backbone, and beginning at the south-west corner of the land of Archie Dashiell; thence by and with said county road, in a westerly direction, fifty (50) feet to a cement post; thence in a northerly direction, in a line parallel to said Archie Dashiell land to the land of John Gunther; thence in an easterly direction, by and with the said John Gunther land, to the land of Archie Dashiell; thence by and with said Archie Dashiell land, in a southerly direction to the beginning and containing one-half (½) an acre, more or less; being the same and all the land which was conveyed unto Lee Dashiell by Thomas Shores and wife, by deed dated November 14, 1944, recorded among said Land Records in Liber No. 128, folio 266, improved by a comfortable home and necessary out-buildings; and sold the same to Parron Dashiell and Ruby Dashiell, his wife, at and for the sum of Nine

Hundred Fifty Dollars ($950.00), they being the highest bidders therefor, which has been fully paid to the satisfaction of the trustee.

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

All of which is respectfully submitted.

L. Creston Beauchamp
Trustee

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of July, 1957, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the Trustee mentioned in the aforegoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Benjamin L. Barnes
Clerk of Court

ORDER NISI

Leroy Dashiell, et al	:	No. 7272 Chancery
vs.	:	In the Circuit Court for
Archie Dashiell, et als.	:	Somerset County, Maryland.

. . . . . .

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 30th day of July, 1957, that the report of L. Creston Beauchamp, trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 31st day of August, 1957; provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 23rd day of August, 1957.

The report states the amount of sale to be Nine Hundred Fifty Dollars ($950.00)

Benjamin L. Barnes
Clerk of Court

Final Order

Leroy Dashiell, et al	:	No. 7272 Chancery
vs.	:	In the Circuit Court for
Archie Dashiell	:	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 3 day of September, 1957, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported be and the same are hereby finally ratified and confirmed.

E. McMaster 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: Benjamin L. Barnes ,Clerk

==========

Harry T. Phoebus, Jr., Ex Parte, Assignee, under power contained in Mortgage from John M. Evans and Harriet V. Evans, his wife to the Bank of Crisfield

Be it remembered that heretofore to wit, on the seventeenth day of July, in the year nineteen hundred and fifty-seven, a certain Harry T. Phoebus, Jr. Ex Parte, Assignee, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage and assignment of mortgage, which said original of Mortgage and Assignment thereon, are in the words following, to wit:

Harry T. Phoebus, Jr., Ex Parte, Assignee, under power contained in Mortgage from John M. Evans and Harriet V. Evans, his wife to the Bank of Crisfield

No. 7331 Chancery
In the Circuit Court for
Somerset County, Maryland

THIS MORTGAGE, Made this 25th day of May in the year nineteen hundred and fourteen, by John M. Evans and Harriet V. Evans, his wife, of Somerset County, in the State of Maryland:-

Whereas, the said John M. Evans and Harriet V. Evans, his wife, have this day borrowed from the "Bank of Crisfield" (a body corporate existing under the laws of the State of Maryland), the sum of Three Hundred Dollars ($300.00), and have executed and delivered unto the said the "Bank of Crisfield", a body corporate as aforesaid, their bill obligatory for said sum of Three Hundred Dollars ($300.00), dated evenly herewith, payable two years after date, with interest from date, which said interest is to be paid semi-annually; and whereas, for the purpose of further securing the payment of said sum of money, with interest, and payable as aforesaid, the said John M. Evans and Harriet V. Evans, his wife, have agreed to exccute this mortgage.

Now therefore this Mortgage Witnesseth, that in consideration of the premises and the sum of five dollars in hand paid, the said John M. Evans and Harriet V. Evans, his wife, have granted and by these presents do grant and convey unto the said the "Bank of Crisfield" a body corporate as aforesaid, its successors and assigns, all that lot or parcel of land situate, lying and being in the Town of Crisfield, Somerset County, and State of Maryland, at the corner of Chesapeake Avenue (formerly called Cemetery Avenue) and First Street (formerly called Eleventh Street), the same being all the real estate and premises conveyed unto the said Harriet V. Evans by the said John M. Evans by deed bearing date the twenty-fifth day of March in the year nineteen hundred and one, and recorded among the Land Records of Somerset County in Liber O.T.B. No. 30 folio 547 etc, and which was devised unto the said John M. Evans by his grand-father, John D. Taylor, by his Last will and Testament duly recorded among the Testamentary Records of Somerset County, except so much thereof as has since been conveyed by the said John M. Evans and Harriet V. Evans, his wife, to William B. Justice by deed bearing date the twentieth day of March in the year nineteen hundred and six, and recorded among the Land Records of Somerset County in Liber S.F.D.No. 44 folio 174, and to J. Murray Evans by deed bearing date this_____day of May---in the year nineteen hundred and fourteen, and duly recorded among said Land Records,---to which said deeds, Last Will and Testament and recorded 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 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, 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 aforewaid, 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 aforesiad property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said John M. Evans and Harriet V. Evans, his wife, do hereby covenant to pay when legally demandable. But it 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, it 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 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 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 thepolicy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and to keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an

additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the hands and seals of said mortgagors

Test: John M. Evans (SEAL)

William A. Britton Harriet V. Evans (SEAL)

STATE OF MARYLAND, Somerset COUNTY, to wit:

I HEREBY CERTIFY, That on this 25th day of May 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 John M. Evans and Harriet V. Evans, his wife, the mortgagors named in the foregoing mortgage and did acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Warren F. Sterling, cashier of the "Bank of Crisfield", mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that the said the "Bank of Crisfield", mortgagee, has not required the mortgagors, their Agent or Attorney, or any person for the said mortgagors, to pay the tax levied upon the interest covenanted to be paid in advance, nor will the said the "Bank of Crisfield", mortgagee, require any tax levied thereon to be paid by the mortgagors, or any person for them during the existence of this mortgage, and the said Warren F. Sterling further made oath, as aforesaid, that he is the cashier of the "Bank of Crisfield", mortgage, and its duly authorized agent for the purpose of making this affidavit.

William A. Britton, J. P.

ASSIGNMENT

The "Bank of Crisfield" (a body corporate) hereby assigns the within mortgage to Harry T. Phoebus, Jr., for the purpose of collection and foreclosure. Witness the seal of said Bank of Crisfield and the hand of F. D. TYLER, Vice President, thereof this 16th day of July 1957.

Witness:
Allison H. Hall, Cashier

F. D. Tyler
Vice President

CORPORATE SEAL

And thereafter to wit, on the ninth day of August, in the year nineteen hundred and fifty-seven, the said Harry T. Phoebus, Jr., Ex Parte, Assignee, filed in Court here a Bond, which said Bond is in the words following, to wit:

Harry T. Phoebus, Jr., Ex Parte as Assignee of mortgage from Harriet V. Evans and John M. Evans	*	No. 7331 Equity In the Circuit Court for Somerset County, Maryland

* * * * * * * * *

KNOW ALL MEN BY THESE PRESENTS:

That we, Harry T. Phoebus, Jr., and Harry T. Phoebus of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars ($500) to be paid to the said State or its said 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 August, 1957.

Whereas the above bounden Harry T. Phoebus, Jr., by virtue of the power contained in a mortgage from Harriet V. Evans and John M. Evans, dated May 25, 1914 and recorded among the Land Records of Somerset County in Liber S.F.D. No. 64, folio 268, and assigned to the said Harry T. Phoebus, Jr. for purposes of collection and foreclosure, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now, the conditions of this Obligation is such, that if the above bounden Harry T. Phoebus, Jr. does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or proceeds thereof, the above Obligation to be void, otherwise to be and remain in full force and virtue in law.

AS WITNESS our hands and seals this 9th day of August, 1957.

WITNESS: Harry T. Phoebus, Jr. (SEAL)

Betty E. Wilson Harry T. Phoebus (SEAL)

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 9th day of August, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harry T. Phoebus, Jr., and Harry T. Phoebus and each acknowledged the foregoing to be their act and deed and signed same in my presence.

AS WITNESS my hand and Notarial Seal.

Betty E. Wilson
Notary Public SEAL OF NOTARY

The within Bond approved.

Benjamin L. Barnes, Clerk

And thereafter, on the thirteenth day of August, in the year nineteen hundred and fifty-seven, was filed in Court here a Statement of Mortgage Claim which said Statement of Mortgage Claim is in the words following, to wit:

Harry T. Phoebus, Jr.,	*	In the Circuit Court
Assignee of mortgage from	*	For Somerset County,
Harriet V. Evans and	*	Maryland
John M. Evans, Ex Parte	*	Equity No. 7331

* * * * * * * * * * *

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Harry T. Phoebus, Jr., Assignee, under the mortgage from Harriet V. Evans and John M. Evans to The Bank of Crisfield, dated May 25, 1914, and recorded among the Land Records of Somerset County in Liber S.P.D. No. 64, folio 268, and which mortgage was assigned to the said Harry T. Phoebus, Jr. for purposes of collection and foreclosure by Assignment dated July 16, 1957.

Principal amount due on mortgage debt with interest $226.50

Harry T. Phoebus, Jr., Assignee

STATE OF MARYLAND, Somerset County to wit:

I HEREBY CERTIFY that on this 13th day of August, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harry T. Phoebus, Jr., and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

Betty E. Wilson
Notary Public SEAL OF NOTARY

And thereupon, on the thirteenth day of August, in the year nineteen hundred and fifty-seven, a Report of Sale and Order Nisi were filed in Court here, which said Report of Sale and Order Nisi are in the words following, to wit:

Harry T. Phoebus, Jr.	*	In the Circuit Court
Assignee of mortgage from	*	For Somerset County,
Harriet V. Evans and John	*	Maryland
M. Evans, Ex Parte	*	Equity No. 7331

* * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Harry T. Phoebus, Jr., Assignee of a certain mortgage made and executed by Harriet V. Evans and John M. Evans to The Bank of Crisfield, dated May 25, 1914, and recorded among the Land Records of Somerset County in Liber S.F.D. No. 64, folio 268, and which said mortgage was assigned to the said Harry T. Phoebus, Jr. by Assignment dated July 16, 1957 for the purpose of collection and foreclosure, under and by virtue of a Power of Sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper published in Somerset County, once a week for four successive weeks before the day of sale, he did pursuant to said notice, attent at the Post Office in Crisfield, Somerset County, Maryland, on the 10th day of August, 1957 at two o'clock p.m., and then and there proceed to sell the property described in said mortgage, to wit:

ALL that lot or parcel of land, situate in the City of Crisfield, Somerset County, Maryland, at the Northwest corner of Chesapeake Avenue and First Street; being all and the same land which was conveyed to the said Harriet V. Evans by John M. Evans by deed dated March 25, 1901 and recorded among the Land Records of Somerset County in Liber O.T.B. No. 30, folio 547; except so much thereof as was conveyed off to William B. Justice by Harriet V. Evans, et al, by deed dated March 20, 1906 and recorded among the aforesaid Land Records in Liber S.F.D. No. 44, folio 174, it being a lot fronting 50 feet on First Street and extending back therefrom a depth of 90 feet; and so much as was conveyed off to J. Murray Evans by Harriet V. Evans, et al, by deed dated May 25, 1914 and recorded among the aforesaid Land Records in Liber W.J.S. No. 06, folio 477, it being a lot fronting 45 feet on First Street; and so much thereof as was conveyed off to Howard W. Evans by Harriet V. Evans, by deed dated May 9, 1925 and recorded among the aforesaid Land Records in Liber W.J.S. No. 91, folio 565, it being a lot fronting 45 feet on First Street.

TO which said deeds and all the references in them contained, special reference is here made for a more complete and accurate description of the land and premises, the sale of which is reported herein.

And he then sold the same to lawrence Tyler at and for the sum of Seven Hundred Dollars ($700.00), he being then and there the highest bidder therefor, and the purchaser has complied with the terms of the sale and your Trustee has distributed the proceeds as follows:

Total Sale		$700.00
To: Carlos Bozman, Collector of State and County taxes	$ 53.90	
Mayor and City Council, City of Crisfield, taxes	31.00	
Clerk of Circuit Court for costs	28.00	
Doyle Tyler, Actioneer	10.00	

Crisfield Times, Advertising and Order Nisi	$ 40.00	
Appearance Fee	10.00	
Assignee as Commission	61.00	
Amount due on mortgage debt	226.50	
	$475.40	
Surplus	224.60	
	$700.00	$700.00

Respectfully submitted,

Harry T. Phoebus, Jr.
Assignee

Harry T. Phoebus, Jr. * In the Circuit Court
Assignee of mortgage from * For Somerset County,
Harriet V. Evans and John * Maryland
M. Evans, Ex Parte * Equity No. 7331

* * * * * * *

ORDER NISI

ORDERED this 13th day of August, in the year 1957, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Harry T. Phoebus, Jr., Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of September, 1957, provided a copy of this order be inserted in some newspaper in said Somerset County once in each of four successive weeks before the 13th day of September, 1957.

The report states the amount of sales to be Seven Hundred Dollars ($700.00).

Benjamin L. Barnes
Clerk of the Circuit Court

And thereafter, on the 18th day of September, in the year Nineteen Hundred and Fifty-seven, was filed in Court here, a Final Order, which said Final Order is in the words following, to wit:

Harry T. Phoebus, Jr. * In the Circuit Court
Assignee of mortgage from * For Somerset County,
Harriet V. Evans and John * Maryland
M. Evans, Ex Parte * Equity No. 7331

* * * * * * * * *

ORDER OF COURT

ORDERED by the Circuit Court for Somerset County in Equity this 18th day of September, in the year 1957, that the sale of the real estate mentioned in these proceedings made and reported by Harry T. Phoebus, Jr., Assignee, and the distribution of the proceeds therein, 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.

E. McMaster Duer
Judge

And thereafter, on the Eighteenth day of September, in the year Nineteen Hundred and Fifty-seven, was filed in Court here a Petition and Order which said Petition and Order are in the words following, to wit:

Harry T. Phoebus, Jr. * In the Circuit Court
Assignee of mortgage from * For Somerset County,
Harriet V. Evans and John * Maryland
M. Evans, Ex Parte * No. 7331 Equity

* * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Harry T. Phoebus, Jr., Assignee herein, respectfully shows:

FIRST

That your Petitioner has conducted a sale of the mortgaged premises, described in the mortgage filed herein for foreclosure, in an amount more than sufficient to pay the mortgage debt, interest and costs of foreclosure, the result being that there remains in the hands of your Petitioner a sum sufficient to pay upon the amounts due on judgments as hereinafter set forth.

SECOND

That the Mayor and City Council of the City of Crisfield is the holder of a judgment versus Harriet V. Evans and John M. Evans, the mortgagors named in these proceedings, dated January 11, 1932, in the amount of One Hundred Eight Dollars and Thirty Cents ($108.30), with costs and additional costs for a writ of scieri facias in the amount of Twenty Dollars and Ten Cents ($20.10), the same being known as 1329 Civil Cases in the Circuit Court for Somerset County, Maryland; and the Bank of Crisfield of Crisfield, Maryland, a body corporate of the State of Maryland, is the holder of a judgment versus the mortgagors named in these proceedings, dated December 18, 1935, in the amount of Ninety-Nine Dollars and Fifty Cents ($99.50), upon which there is due and outstanding a balance of Ninety-Six Dollars and Ninety-two cents ($96.92), the same being recorded among the Land Records of Somerset County in Liber J. M. T. No. 5, folio 86.

THIRD

That the said judgments are the first and second liens respectively following the lien of the said mortgage, and your Petitioner represents that the said judgment holders are entitled to have the lien of the said judgments transferred from the said real estate to the excess funds in the hands of your Petitioner as aforesaid.

Your Petitioner, therefore, prays your Honors to pass an order authorizing and directing him to pay unto the Mayor and City Council of the City of Crisfield the said amount of the said judgment, plus costs, and to the Bank of Crisfield the said amount due and payable upon its said judgment, forthwith.

AND as in duty bound, etc.

Harry T. Phoebus, Jr.
Assignee

ORDER OF COURT

Upon the aforegoing Petition, it is this 18th day of September, A. D., 1957, ORDERED by the Circuit Court for Somerset County, Maryland, in Equity, that Harry T. Phoebus, Jr., Assignee named in these proceedings, pay unto the Mayor and City Council of theCity of Crisfield, named in the aforegoing Petition, the amount of judgment, with costs, as set forth in the said Petition, and to The Bank of Crisfield so much of the excess funds as shall remain after the payment of the above-noted judgment debt and costs and as shall not exceed Ninety-Six Dollars and Thirty-Nine Cents ($96.39), such payment to be made by the Assignee forthwith.

E. McMaster 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: Benjamin L. Barnes ,Clerk

****

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in January, being the 6th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-seven,

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge.
Hon. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

Eliza Dennis Hargis, Life Tenant,
Princess Anne, Maryland

vs.

Samuel J. Dennis, Life Tenant,
1835 West 25th Street
Los Angeles, California,
Samuel Morris, Widower
Princess Anne, Maryland,
Janie Smith, Sidney Smith, Her husband,
Princess Anne, Maryland
Thomas Morris, Emily Jane Morris, his wife ,
Princess Anne, Maryland
Herbert Morris, Elsie Doane Morris, his wife,
Princess Anne, Maryland
Eliza Dennis Begley, James Begley, her husband,
11501 Petoskey, Detroit 4, Michigan
Maude Coghill, Divorced,
1947 Christian Street,
Philadelphia 46, Pennsylvania,
Helena Solomon, Phillip Solomon, her husband,
116 165th Street,
St. Albans 34, New York,
Lawrence Dennis, Divorced,
3669 East 146th Street,
Cleveland 20, Ohio,
Clinton Dennis, Sophronia Dennis, his wife,
3669 East 146th Street
Cleveland 20, Ohio
George Dennis, Single,
3669 East 146th Street,
Cleveland 20, Ohio,
Douglas Dennis, Elizabeth Dennis, his wife,
3673 East 146th Street
Cleveland 20, Ohio,
Donald Dennis, Single,
3669 East 146th Street,
Cleveland 20, Ohio,
Remaindermen

) Be it remembered that heretofore, to wit,
) on the Seventh day of May, in the year
) Nineteen Hundred and Fifty-seven, a
) certain Hearne, Fox & Bailey, Attorneys,
) for and on behalf of Eliza Dennis Hargis,
) exhibited and filed in the Circuit Court
) here a Bill of Complaint, which said
) Bill of Complaint is in the words
) following, to wit:
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)

Eliza Dennis Hargis, Life Tenant,
Princess Anne, Maryland

vs.

Samuel J. Dennis, Life Tenant,
1835 West 25th Street,
Los Angeles, California,

Samuel Morris, Widower
Princess Anne, Maryland,
Janie Smith, Sidney Smith, her husband,
Princess Anne, Maryland,
Thomas Morris, Emily Jane Morris, his wife,
Princess Anne, Maryland,
Herbert Morris, Elsie Doane Morris, his wife,
Princess Anne, Maryland,
Eliza Dennis Begley, James Begley, her husband,
11501 Petoskey,
Detroit 4, Michigan,
Maude Coghill, Divorced,
1947 Christian Street,
Philadelphia 46, Pennsylvania,
Helena Solomon, Phillip Solomon, her husband,
116 165th Street,
St. Albans 34, New York,
Lawrence Dennis, Divorced,
3669 East 146th Street,
Cleveland 20, Ohio,
Clinton Dennis, Sophronia Dennis, his wife,
3669 East 146th Street,
Cleveland 20, Ohio,
George Dennis, Single,
3669 East 146th Street,
Cleveland 20, Ohio,
Douglas Dennis, Elizabeth Dennis, his wife,
3673 East 146th Street,
Cleveland 20, Ohio,
Donald Dennis, Single,
3669 East 146th Street,
Cleveland 20, Ohio Remaindermen

: No. 7305 Chancery
:
:
: In the Circuit Court
:
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: For Somerset County and
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: State of Maryland
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TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

FIRST:

That Eliza Dennis, late of Somerset County andState of Maryland, deceased, by Item Second of her Last Will and Testament dated October 31, 1940 and recorded in the Office of the Register of Wills of Somerset County, Maryland, in Will Book F.E.D. No. 34, Folio 317, devised unto her three childred Samuel Dennis, Henry Dennis and Eliza Dennis all of her real estate for and during the term of their natural lives and the natural life of the survivor of the said three children, and from and after the death of the last survivor of the said three children, the remainder of said real estate in fee simple was devised to such grandchildren of the said Eliza Dennis as may be living at the time of the death of the last survivor of the aforementioned three children.

SECOND:

That the said Samuel Dennis, one of the children of Eliza Dennis and a life tenant of her property under the aforementioned terms of her said will, resides in Los Angeles, California, that the said Henry Dennis, one of the children of Eliza Dennis and a life tenant of her property under the aforementioned terms of her said will has heretofore died without issue, and that the said Eliza Dennis has married and is the same person as your Petitioner, Eliza Dennis Hargis, and is a widow, that there are twelve grandchildren of the said Eliza Dennis, all of whom are adults and all of whom are made parties defendant along with the said Samuel J. Dennis in these proceedings.

THIRD:

That the said surviving life tenants, Eliza Dennis Hargis and Samuel J. Dennis, are entitled to enjoy the rent, profit and income from the real estate of the said Eliza Dennis for life and that the twelve grandchildren of Eliza Dennis listed herein as parties defendant are entitled to take said property provided that they be living at the time of the death of the last surviving life tenant as provided in said will, a copy of which is filed in these proceedings as an exhibit.

FOURTH:

That the parties hereto are desirous of selling the hereinafter described parcel of land unto Furman F. Williams andElla G. Williams, his wife, at and for the sum of SIX THOUSAND DOLLARS ($6,000.00) and they believe that the sale is to the best interest and advantage of all the parties entitled to take if the contingency had happened at this time, but that owing to the fact that the remaindermen cannot be determined until the death of the last life tenant they are advised that the said real estate can only be sold under Order of Court pursuant to Section 264 of Article 16 of the Annotated Code of Maryland.

FIFTH:

That the parcel of land which the parties desire to sell unto Furman F. Williams and Ella G. Williams, his wife, is all that lot or parcel of land lying and binding on the West side of Somerset Avenue, in the Town of Princess Anne, In West Princess Anne Election District, of Somerset County andState of Maryland, and extends to and is binding upon Beckford Avenue, bounded on the North by South Street, being an approximate size of 228 feet by 444 feet, and said described property being a part of the land of which the said Eliza Dennis died seized and possessed.

SIXTH:

That the grandchildren of the said Eliza Dennis are all adults and are Samuel Morris, Widower, Janie Smith, who has since intermarried with Sidney Smith; Thomas Morris, who has since intermarried with Emily Jane Morris; Herbert Morris, who has since intermarried with Elsie Doane Morris; Eliza Dennis Begley, who has since intermarried with James Begley;

Maude Coghill, Divorced; Helena Solomon, who has since intermarried with Phillip Solomon; Lawrence Dennis, Divorced; Clinton Dennism who has since intermarried with Sophronia Dennis; George Dennis, Single; Douglas Dennis, who has since intermarried with Elizabeth Dennis, and Donald Dennis Single.

TO THE END, THEREFORE:

(a) That a decree may be passed by this Honorable Court authorizing the sale of said property and that the proceeds of said sale may be invested under the supervision, direction and control of this Court.

(b) That some suitable person or persons may be appointed trustees to convey said property to the purchasers.

(c) That your Oratrix may have such other and further relief as her case may require.

May it please your Honors to grant unto your Oratrix the writ of Subpoena directed to the following parties Defendant, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide and perform such decree or decrees as may be passed therein;

(a) Samuel Morris, Widower, adult resident of theState of Maryland, residing at Princess Anne, Somerset County, Maryland;

(b) Janie Smith and Sidney Smith, her husband, adult residents of the State of Maryland, residing at Princess Anne, Somerset County, Maryland;

(c) Thomas Morris and Emily Jane Morris, his wife, adult residents of the State of Maryland, residing at Princess Anne, Somerset County, Maryland;

(d) Herbert Morris and Elsie Doane Morris, his wife, adult residents of the State of Maryland, residing at Princess Anne, Somerset County, Maryland.

May it please your Honors to grant unto your Oratrix the Order of Publication directed to the following parties Defendant, adult non-residents of the State of Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide and perform such decree or decrees as may be passed therein:

(a) Eliza Dennis Begley and James Begley, her husband, adult non-residents of the State of Maryland, residing at 11501 Petoskey, Detroit 4, Michigan;

(b) Maude Coghill, Divorced, adult non-resident of the State of Maryland, residing at 1947 Christian Street, Philadelphia 46, Pennsylvania;

(c) Helena Solomon and Phillip Solomon, her husband, adult non-residents of the State of Maryland, residing at 116 165th street, St. Albans 34, New York;

(d) Lawrence Dennis, Divorced, adult non-resident of the State of Maryland, residing at 3669 East 146th Street, Cleveland 20, Ohip;

(e) Clinton Dennis and Sophronia Dennis, his wife, adult non-residents of the State of Maryland, residing at 3669 East 146th Street, Cleveland 20, Ohio;

(f) George Dennis, Single, adult non-resident of the State of Maryland, residing at 3669 East 146th Street, Cleveland 20, Ohio;

(g) Douglas Dennis and Elizabeth Dennis, his wife, adult non-residents of the State of Maryland, residing at 3673 East 146th Street, Cleveland 20, Ohio;

(h) Donald Dennis, Single, adult non-resident of the State of Maryland, residing at 3669 East 146th Street, Cleveland 20, Ohio;

(i) Samuel J. Dennis, adult non-resident of the State of Maryland, residing at 1835 West 25th Street, Los Angeleles 18, California.

Harry C. Dashiell

Elisa Dennis Hargis

HEARNE, FOX & BAILEY
By Hamilton P. Fox
Attorneys for Plaintiff

And thereafter, on the Sixteenth day of May, in the year Nineteen Hundred and Fifty-seven, was filed in Court here the Answers of Samuel J. Dennis and Maude Coghill, which said Answers are in the words following, to wit:

Eliza Dennis Hargis, Life Tenant : No. 7305 Chancery
: In the Circuit Court for
vs. : Somerset County, Maryland
Samuel J. Dennis, Life Tenant, et al :

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Samuel J. Dennis, one of the Respondents, in answering the Bill of Complaint exhibited against him in the above entitled cause, respectfully shows:

That he admits the allegations contained in said Bill of Complaint and submits to the passage of such decree or decrees as the Court may deem reasonable and proper.

Samuel J. Dennis

TEST:
Fred V. Wells

Eliza Dennis Hargis, Life Tenant : No. 7305 Chancery
: In the Circuit Court for
vs. : Somerset County, Maryland
Samuel J. Dennis, Life Tenant, et al :

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Maude Coghill, one of the Respondents, in answering the Bill of Complaint exhibited against her in the above entitled cause, respectfully shows:

That she admits the allegations contained in said Bill of Complaint and submits to the passage of such decree or decrees as the Court may deem reasonable and proper.

Maude Coghill

TEST:
Toni Lindsay

And thereafter, on the Twenty Third day of May, in the year Nineteen hundred and Fifty-seven the Answer of Lawrence Dennis, Clinton Dennis, Sophronia Dennis, his wife, George Dennis, Douglas Dennis, Elizabeth Dennis, his wife, and Donald Dennis was filed in Court here, which said Answer is in the words following, to wit:

Eliza Dennis Hargis, Life Tenant : No. 7305 Chancery
: In the Circuit Court for
vs. : Somerset County, Maryland
Samuel J. Dennis, Life Tenant, et al :

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Lawrence Dennis, Divorced, Clinton Dennis, Sophronia Dennis, his wife, George Dennis, Single, Douglas Dennis, Elizabeth Dennis, his wife, and Donald Dennis, Single, seven of the Respondents, in answering the Bill of Complaint exhibited against them in the above entitled cause, respectfully shows:

That they admit the allegations contained in said Bill of Complaint and submit to the passage of such decree or decrees as the Court may deem reasonable and proper.

Lawrence Dennis
Clinton Dennis
Sophronia Dennis
George Dennis
Douglas Dennis
Elizabeth Dennis
Donald Dennis

TEST:
James A. Dillard, Jr.

And thereafter, on the Eleventh day of June, in the year Nineteen Hundred and Fifty-seven, was filed in Court the Answer of Eliza Dennis Begley, Which said Answer is in the words following, to wit:

Eliza Dennis Hargis, Life Tenant : No. 7305 Chancery

vs. : In the Circuit Court for

Samuel J. Dennis, Life Tenant, et al : Somerset County, Maryland

* * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Eliza Dennis Begley and James Begley, her husband, two of the Respondents, in answering the Bill of Complaint exhibited against them in the above entitled cause, respectfully shows:

That they admit the allegations contained in said Bill of Complaint and submit to the passage of such decree or decrees as the Court may deem reasonable and proper.

Eliza Dennis Begley

TEST:
Witness: Ames L. Washington
Witness: Clearchus Ferguson

Suscribed and Sworn to me this 6th day of June 1957.

SEAL OF NOTARY

Luther V. Carrington
Notary Public, Wayne County, Mich.
My Commission Expires July 12, 1960

At the time of filing of this Answer, Eliza Dennis Begley was divorced from James Begley and consequently no Answer is filed on behalf of James Begley.

Hearne, Fox & Bailey
By James P. Bailey
Attorneys for Complainiant

And thereafter, on the Eighteenth day of June in the year Nineteen hundred and Fifty-seven, the Answer of Helena Solomon and Ernest Solomon was filed in Court here, which said Answer is in the words following, to wit:

Eliza Dennis Hargis, Life tenant : No. 7305 Chancery

vs. : In the Circuit Court for

Samuel J. Dennis, Life Tenant, et al. : Somerset County, in Equity

* * * * * * *

TO THE HONORABLE THE JUDGES OF SAID COUNTY:

The answer of Helena Solomon and Ernest Solomon, her husband, two respondents, in answer to the Bill of Complaint against them in the above entitled cause respectfully shows:

That they admit the allegation contained in said Bill of Complaint and submit to the passage of such decree or decrees as the Court may deem reasonable and proper.

TEST: Philip L. Albert
Notary Public, State of New York
No. 41-0033600
Qualified in Queens County
Term Expires March 30, 1959

Helena Solomon

Ernest Solomon

SEAL OF NOTARY

And thereafter, on the Twenty-first day of June, in the year Nineteen Hundred and Fifty-seven was filed in Court here an order for Subpoena, which said Order is in the words following, to wit:

Mr. Clerk:

Please issue a subpoena for the following defendants in the above entitled cause and make the writ returnable to the 1st Monday in July, 1957.

Samuel Morris, Princess Anne, Md.
Janie Smith, Princess Anne, Md.
Sidney Smith, Princess Anne, Md.
Herbert Morris, Princess Anne, Md.
Elsie Doane Morris, Princess Anne, Md.
Thomas Morris, Princess Anne, Md.
Emily J. Morris, Princess Anne, Md.

Harry C. Dashiell
Solicitor for Complanant

And thereupon, on the Twenty-first day of June, in the year Nineteen Hundred and Fifty-seven, the following Subpoenas were issued, which said Subpoenas with their Returns thereon are in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

To SAMUEL MORRIS
Princess Anne, Md.

SIDNEY SMITH
Princess Anne, Md.

JANIE SMITH
Princess Anne, Md.

HERBERT MORRIS
Princess Anne, Md.

GREETING:

We comand and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Eliza Dennis Hargis, Life Tenant, Princess Anne, Md. against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Nineteen Hundred and Fifty-Seven. Issued the 21st day of June 1957.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Benjamin L. Barnes,
Clerk

Name Harry C. Dashiell

Address Princess Anne, Md.

RETURN: "Summoned severally and copy of Subpoena and Bill left with each Defendant June 26, 1957.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

To Elsie Doane Morris, Princess Anne, Md.
Thomas Morris, Princess Anne, Md.
Emily J. Morris, Princess Anne, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Eliza Dennis Hargis, Life Tenant, Princess Anne, Md. against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Nineteen Hundred and Fifty-seven. Issued the 21st day of June 1957.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Benjamin L. Barnes
Clerk

Name Harry C. Dashiell

Address Princess Anne, Md.

RETURN: "Summoned and copy of Subpoena and Bill left with each Defendant June 26, 1957".

Eliza Dennis Hargis, Life Tenant
Princess Anne, Md.
Vs.
Samuel J. Dennis, Life Tenant, et al

: No. 7305 Chancery
: In the Circuit Court for
: Somerset County, Maryland

The Clerk of the Circuit Court for Somerset County will please enter the appearance of Jones & Jones for the defendants, Samuel Morris, Janie Smith, Sidney Smith, Thomas Morris, Emily Jane Morris, Herbert Morris and Elsie Doane Morris, in the above entitled case.

Jones & Jones
By Alexander G. Jones

And thereafter, an Answer was filed in Court here on the Eleventh day of July, in the year Nineteen Hundred and Fifty-seven, which said Answer is in the words following, to wit:

Eliza Dennis Hargis, Life Tenant	:	No. 7305 Chancery
vs.	:	In the Circuit Court for
Samuel J. Dennis, Life Tenant, et al	:	Somerset County, Maryland

. . . . . .

To the Honorable, the Judges of said Court:

The answer of Samuel Morris, widower, Janie Smith and Sidney Smith, her husband, Thomas Morris and Emily Jane Morris, his wife, and Herbert Morris and Elsie Doane Morris, his wife, remaindermen and some of the defendants in this cause, by Jones & Jones, their attorneys, to the bill of complaint of Eliza Dennis Hargis, life tenant, against them in this Honorable Court exhibited.

These defendants answering say:

1. That they admit the matters and things alleged in the first paragraph of said bill of complaint.

2. That they admit the matters and things alleged in the second paragraph of said bill of complaint, except that they believe that the complainant the said Eliza Dennis Hargis is not a widow but is married to one Frank Hargis who now resides in Pocomoke City, Maryland.

3. That they admit the matters and things alleged in the third paragraph of said bill of complaint.

4. That they admit the matters and things alleged in the fourth paragraph of said bill of complaint.

5. That they admit the matters and things alleged in the fifth paragraph of said bill of complaint.

6. That they admit the matters and things alleged in the sixth paragraph of said bill of complaint.

These defendants having admitted the allegations of the bill of complaint except as noted in paragraph two above hereby consent to the passage of a decree appointing trustees to make sale of the property mentioned and described in the bill of complaint as well as any other such decree as may be right and proper in the premises.

And as in duty bound,

Jones & Jones
By Alexander G. Jones
Attorneys for Defendants, Samuel Morris, Janie Smith, Sidney Smith, Thomas Morris, Emily Jane Morris, Herbert Morris and Elsie Doane Morris

This is to certify that copies of the above were mailed to Harry C. Dashiell, Esq., Princess Anne, Maryland, and Hearne, Fox & Bailey, Salisbury, Maryland, attorneys for the plaintiff, this 11th day of July, 1957.

Jones & Jones
By Alexander G. Jones

And thereafter, on the Sixteenth day of July, in the year Nineteen Hundred and Fifty-seven, was filed in Court here, an Order of Court to take depositions and appointing Special Examiner, which said Order of Court and Appointment are in the words following, to wit:

January Term, 1958

Eliza Dennis Hargis : No. 7305 Chancery
vs. : In the Circuit Court for
Samuel J. Dennis, et. al. : Somerset County in Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of theComplainant, Eliza Dennis Hargis, respectfully represents:

That it appears from the proceedings in said cause that all of the different defendants therein have appeared in said cause and have filed an answer therein, namely: The defendant, Samuel J. Dennis; the defendant, Samuel Morris; the defendant, Janie Smith; the defendant, Sidney Smith; the defendant, Thomas Morris; the defendant, Emily Jane Morris; the defendant, Herbert Morris; the defendant, Elsie Doane Morris; the defendant, Eliza Dennis Begley; the defendant, Maude Coghill; the defendant, Helena Solomon; the defendant, Phillip Solomon; the defendant, Lawrence Dennis; the defendant, Clinton Dennis and Sophronia Dennis; the defendant, George Dennis; the defendant, Douglas Dennis; the defendant, Elizabeth Dennis; and the defendant Donald Dennis, and that the said answer respectively admits the matters and facts set forth in said Bill of Complaint.

Your petitioner therefore prays your Honors to pass an order authorizing and directing the parties to this cause to take depositions therein in support of the allegation of the Bill of Complaint.

And as in duty bound.

Harry C. Dashiell
Solicitor for the Complainant

ORDER OF COURT -

Upon the aforegoing petition, it is this 16 day of July, 1957 by the Circuit Court for Somerset County in Equity, ordered and decreed that the parties hereto take depositions in this cause in support of the allegation of the Bill of Complaint.

And since it appears that Harry C. Dashiell the regular examiner of this Court is one of the Solicitors for the Complainant in this cause, it is further ordered and decreed that Hazel B. Turkington be, and she is hereby appointed Special Examiner to take the depositions in this cause.

E. McMaster Duer
Judge

And thereupon, on the Twenty-second day of July, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here, Depositions, which said Depositions are in the words following, to wit:

ELIZA DENNIS HARGIS * No. 7305 Chancery
VS. * In the Circuit Court for
SAMUEL J. DENNIS ET AL * Somerset County in Equity
*

In the above entitled cause, I, Hazel B. Turkington, Special Examiner, dully appointed by this Honorable Court, do hereby certify that at the law offices of Harry C. Dashiell in Princess Anne, Maryland on Friday, July 19, 1957 at the hour of 2:00 P.M., I did take the following depositions in the presence of Harry C. Dashiell, one of the Solicitors for the complainant and at the same time Alexander C. Jones, Esq., solicitor for some of the respondents, waived his right to be present at the taking of the testimony in this cause, that is to say:

Eliza Dennis Hargis, a witness of lawful age, being first dully sworn deposing says:

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

Ans. My name is Elisa Dennis Hargis, my age is 72 years, I reside at Princess Anne, Maryland and I am now working at a tomato factory of the Kings Creek Canning Co. at Princess

Anne, Maryland.

Int. 2. Please tell us whether or not you are married and if so where is your husband at the present time?

And. I was married some years ago to Frank Hargis and we lived together at Pocomoke City, Maryland. Then my husband lost his mind and he is now a patient at the Eastern Shore State Hospital at Cambridge.

Int. 3. Do you know the parties to this suit and if so are they or not all adults?

And. Yes, I know all theparties to this suit. I am the plaintiff and the first defendant, Samuel J. Dennis, is my brother. I think he is eighty-one years old. All the other defendants are the grandchildren of my mother, Eliza Dennis, deceased, and they are all adults well above the age of 21 years. They reside at the addresses which I shall give in a subsequent answer.

Int. 4. Did you know Eliza Dennis in her life time and if so is she living or dead and if dead did she or not leave a last will and testament?

Ans. Yes, I knew Eliza Dennis in her life time. She was my mother and she died on October 25, 1941. She lived at her home here in Princess Anne for many years prior to her death. She left a last will and testament which is dully recorded among the testamentary records at the Court House in Princess Anne and the paper now shown me is a certified copy of that will.

Int. 5. Do you live at your mother's home place in Princess Anne and if so tell us something of its location and the size of the lot and how this property is disposed of or left under your mother's will.

Ans. I am living alone at my mother's home place where she resided for many years before her death. It is located near the southern limits of the town of Princess Anne on the west side of Somerset Avenue in said town in West Princess Anne Election District, Somerset County, Maryland, Extenting to and binding upon Beckford Avenue; bounded on the north side by South Street. The size of the lot is approximately 228 ft. front by 444 ft. deep. Under the terms of my mother's will this property was left to her three children then living, namly, my brothers, Samuel Dennis, Henry Dennis and myself for life and upon the death of the last survivor of the three children. The property wan then left to all of my mother's grandchildren who might be living at the death of the last survivor of her children. My brother, Henry Dennis is dead and he was never married and left no decendants. My brother, Samuel, and myself are now the two surviving life tenants.

Int. 6. Can you please tell us who are now the living grandchildren of your mother and where do they reside?

Ans. I know all of the living grandchildren because they have all been here on visits or else they have lived here in their lifetime. To begin with, I had a sister Susan Morris who is dead and she left the following children, all of whom live in Princess Anne, namely: Samuel Morris, who is a widower; janie Smith who intermarried with Sidney Smith; Thomas Morris who intermarried with Emily Jane Morris; and Herbert who intermarried with Elsie Doane Morris. They are all adults and live in or around Princess Anne. My brother, Samuel J. Dennis, who is a life tenant and one of the defendants has the following children who are alladults: Lawrence Dennis, divorced, who lives at 3669 E. 146th Street Cleveland, Ohio; Clinton Dennis, whose wife is Sophronia Dennis, and he lives at the same address in Cleveland; George Dennis, single, and he lives at the same address in Cleveland, Ohio; Douglas Dennis, whose wife is Elisabeth Dennis and he lives at 3673 E. 140th Street, Cleveland, Ohio; and Donald Dennis, single, who lives at 3669 E. 146th Street, Cleveland, Ohio. I had a brother Isaac Dennis and he is dead leaving a daughter, Eliza Dennis Begley whose address is 11501 Petoskey, Detroit, Michigan. Also a party to this suit is her

husband, James Begley who did not sign the answer because Mr. Dashiell was advised by an Attorney that a decree of divorce was about to be signed between these two parties. My brother Samuel had another daughter, Maude Coghill, who is a adult and divorced and who lives at 1947 Christian St., Philadelphia 46, Pennsylvania. Samuel also has another daughter, Helena Solomon who intermarried with Phillip Ernest Solomon. They are both adults and live at 116 165th Street, St. Albans, 34, New York. I believe this completee the list of all of of the grandchildren of my mother who are living at the present.

Int. 7. In one of the answers above you have described your mother's home place where you now live. Please tell us whether or not you and the other devisees desire to sell this property and what steps or arrangements you have already made for the sale of the property and whether or not such a sale is now desirable and would be for the benefit and to the advantage of the estate at the present time.

Ans. Yes, all of theparties that I have mentioned in this testimony now desire to sell this property and we have agreed to sell the property to Furman F. Williams and Ella G. Williams, his wife, and for the sum of six thousand dollars in cash. The fact that all of the defendants desire to make this sale is indicated by their answers which they have filed in the proceedings.

In my opinion the sale of theproperty at this time is very desirable and is decidely to the advantage of the estate. In the first place, the house is quite a large one and is really in a run down condition at the present time. I live in an apartment of several rooms in the rear of the house and the front part of the house is really not inhabitable. The lot of land is quite a large one and is the largest lot so far as I know on Main St. in Princess Anne. I have possession of this property but I certainly am not able to maintain it. I could not begin to fix up the house and in fact, I really am not able to keep the large lot in the condition that it should be kept in.

Now, one more thing, I consider the price of six thousand dollars to be a very good one in view of the bad condition of the dwelling and the other small outbuildings. Frankly, I do not think the buildings are worth anything at all in their present condition and I believe the sum offered is a very good price for the land and that the property should be disposed of at the present time.

Court Question and Answer:

There is nothing further I wish to say.

Eliza Dennis Hargis

Hazel B. Turkington
Special Examiner

Woodrow Wilson Nelson, a witness of lawful age, being first dully sworn, deposing says:

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

And. My name is Woodrow Wilson Nelson, my age is 41, I reside at or near the Revells Neck Road in Westover District and I am a real estate agent with offices located in Princess Anne.

Int. 2 Did you know the late Eliza Dennis in her life time and do you know any of the parties to this suit?

Ans. I know Eliza Dennis Hargis and have talked with her serveral times. I believe she is the plaintiff. I did not know her mother and I so not know any of the other defendants except perhaps one of two of the the Morris boys living here in Princess Anne. I do not know any of the defendants living away from here.

Int. 3. Do you know the property where Eliza Dennis Hargis now lives located on Somerset Avenue near the south limits of the town of Princess Anne.

Ans. Yes, I know the property and the lot is a very large one for a town lot. The dwelling on the property and the small outbuildings connected with it are really in a very bad condition. I think it is true that the main part of the dwelling is unfit for habitation

and that the present tenant who lives there lives in a few rooms in the rear of the building.

I feel certain that the present tenant Eliza Dennis is not in a position financally to maintain this property and could not make the repairs that should be made at the present time. In the last ten years I have had a grent deal of experience in making real estate sales in and around Princess Anne and in my opinion andjudgment the sum of six thousand dollars in cash is a very good price for this lot and it should be sold at the present time.

Court Question and Answer:

There is nothing further I wish to say.

Hazel B. Turkington — Woodrow Wilson Nelson

There being no further witnesses produced to me to be examined I herewith return the above depositions to Court closed under my hand and seal and certified that the annex, statement and cost are correct and that the requirements of General Equity Rule 38-A have been complied with.

Given under my hand and seal this 19th day of July, 1957.

Hazel B. Turkington (SEAL)
Special Examiner

Plaintiff's Cost:

Hazel B. Turkington, Special Examiner $10.00

Certified Copy of Last Will and Testament of Eliza Denn s, deceased, filed with Special Examiner, July 19, 1957 to be used as evidence in this cause.

EXHIBIT "A"

CERTIFIED COPY OF LAST WILL AND TESTAMENT OF ELIZA DENNIS, DECEASED

I, Eliza Dennis, of Somerset County and State of Maryland, do make this my last will and testament, in manner and form following, that is to say:

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

FIRST: I give and bequeath all money which I may have at the time of my death, either in bank of otherwise, to be equally divided between my two sons, Samuel Dennis and Henry Dennis and my daughter, Eliza Dennis.

SECOND: I give and devise unto my said three children, Samuel Dennis, Henry Dennis and Eliza Dennis, all my real estate, for and during the terms of their natural life or for and during the term of the natural life of the survivors or survivor of them, and from and after the death of the last survivor of my said three children, I give and devise said real estate to such grand children of mine as may be living at the death of the last survivor of my said children named in this will, in fee simple, share and share alike,

THIRD: I give, devise and bequeath all the rest and residue of my property and estate to my said children, Samuel Dennis, Henry Dennis and Eliza Dennis, absolutely.

FOURTH: It is my will and desire that my funeral expenses shall be paid out of the insurance which I carry for that purpose.

FIFTH: I hereby constitute and appoint my said son, Samuel Dennis, to be the Executor of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal, this 31st day of October, in the year nineteen hundred and forty.

Eliza her X mark Dennis (SEAL)

SIGNED, sealed, published and declared by the above named testatrix, as and for her last will and testament, in the presence of us, who, at her request, in her presence and the presence of each other, have hereunto subscribed our names as witnesses.

S. Frank Dashiell

Harry C. Dashiell

SOMERSET COUNTY, TO WIT:

October 31, 1941

THEN CAME Samuel J. Dennis 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, Eliza Dennis late of Somerset County, deceased, that hath come to his hands or possession, and that he doth not know of any other that the same was found among the papers of the deceased.

Before Florence E. Dryden
Register of Wills for Somerset County

SOMERSET COUNTY, to wit:

October 31, 1941

THEN CAME S. Frank Dashiell and Harry C. Dashiell the subscribing witnesses to the foregoing last Will and Testament of Eliza Dennis, late of Somerset County, deceased, and they in the presence of Almighty God, solemnly promised and declared that they did see the Testatrix therein named, sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament. That at the time of their 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 Eliza Dennis late of Somerset County, deceased, and also the evidence adduced as to its validity, orders and decrees this 4th day of November, 1941 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Eliza Dennis deceased.

Wm. O. Murray)
J. Henry Bedsworth) Judges of the Orphans' Court for Somerset County
Leonard F. Mason, Jr.)

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

STATE OF MARYLAND)
COUNTY OF SOMERSET) SS.

I, EDWARD L. FONTAINE, REGISTER OF WILLS FOR SOMERSET COUNTY, STATE OF MARYLAND, and by law Keeper of the Seal and of the Records, and of the Original papers of the Orphans' Court of Somerset County, State of Maryland, do hereby certify that the aforegoing is a true and full copy of the last Will and Testament of Eliza Dennis late of said Somerset County, together with the proofs and probate thereof taken from Wills Liber F.E.D., Number 34, Folio 317, being one of the Records filed, recorded and kept in the Office of the Register of Wills for Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court and Office this the 17th day of July, in the year of our Lord one thousand nine hundred and fifty-seven.

SEAL OF COURT

Edward L. Fontaine
Register of Wills for Somerset County, Maryland

And thereafter, on the Sixth day of August, in the year Nineteen Hundred and Fifty-seven, was filed in Court here, a Decree, which said Decree is in the words following, to wit:

Eliza Dennis Hargis, life tenant	*	No. 7305 Chancery
vs.	*	In the Circuit Court for
Samuel J. Dennis et al	*	Somerset County in Equity
	*	

DECREE

The proceedings have been submitted on the Bill and Answers admitting the allegations of the Bill of Complaint, and testimony and exhibits have been read and considered, and the Complainant and the Defendants, all being adults, it is this 6th day of August in the year nineteen hundred and fifty seven, ORDERED, ADJUDGED and DECREED that a sale of said property is to be advantage and interest of the said parties to these proceedings, and all those that may claim under them, and that the sale mentioned in said proceedings to Furman F. Williams and Ella G. Williams, his wife, is hereby ratified and confirmed and that Harry C. Dashiell and Hamilton P. Fox be, and they are hereby appointed, Trustees for the purpose of consummating said sale and the course and manner of the proceedings shallbe as follows: That they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a Corporate Surety, in the penalty of Six Thousand Dollars ($6,000.00) conditioned for the faithful performance of the trust reposed in them by this decree, or reposed in them by any further decree or order in the premises; And they shall then proceed to consummate said sale and upon the payment to them of the entire amount of said purchase price of Six Thousand Dollars, by said Trustees shall be a good and sufficient deed executed, acknowledged, and recorded as required by law, convey unto the said purchasers, their heirs and assigns, the property to them sold free, clear, and discharged from any and all claims of the parties hereto and of all who may claim under and by virtue of the will of the said Eliza Dennis, deceased, a certified copy of which is filed in these proceedings. The said Trustees shall thereafter bring into this Court the money arising from said sale, together with a report of their proceedings persuant to this Decree, and they shall in such report make a distribution of said funds, after deducting the costs of these proceedings and commissions to said Trustees as allowed by the rules of Court, subject to the final ratification or further Order of this Court in the premises.

E. McMaster Duer
Judge

And thereupon, on the Twelfth day of August, in the year Nineteen Hundred and Fifty-seven, a Bond of Hamilton P. Fox and Harry C. Dashiell was filed in Court here, which said Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That, Hamilton P. Fox of Wicomico County, Maryland and Harry C. Dashiell of Somerset County, Maryland as principals, and the American Surety Company of New York, as surety, are held and firmly bound unto the State of Maryland or its certain attorneys, the full and just sum of six thousand dollars ($6,000.00) to be paid to the State of Maryland and under which payment well and truly to be made and done, we bind ourselves and each of us, our heirs, personal representatives, and assigns, firmly by these presents, sealed with our seals and dated this 7th day of August in the year nineteen hundred and fifty seven.

WHEREAS, by the decree of the Circuit Court of Somerset County in Equity, dated on the 6th day of August in the year nineteen hundred and fifty seven, in a cause wherein Eliza Dennis Hargis is plaintiff and Samuel J. Dennis et al are defendants, the same being No. 7305 Chancery on the Chancery Docket in said Court, the said Hamilton P. Fox and Harry C. Dashiell were appointed Trustees to make sale of the real estate therein mentioned and described in said cause all of which will appear by reference to the proceedings in said cause.

NOW THEREFORE, this obligation witnesseth that if the above bounden, Hamilton P. Fox and Harry C. Dashiell do and shall well and truly and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises, then this obligation to be void; otherwise, to be and remain in full force and virtue in law.

As witness the hands and seals of the said Trustees, the Corporate seal of the said American Surety Company, a corporation as aforesaid, and the hand of Harry C. Dashiell, Attorney in fact, the day and year above written.

TEST AS TO HPF Iris B. Payne — Hamilton P. Fox (SEAL)

TEST AS TO HCD Hazel B. Turkington — Harry C. Dashiell (SEAL)

CORPORATE SEAL

AMERICAN SURETY COMPANY
By Harry C. Dashiell
Attorney in fact

The within Bond approved.

Benjamin L. Barnes, Clerk

And afterward, on the Twelfth day of August, in the year Nineteen Hundred and Fifty-seven, was filed in Court, a report of Sale, which said Report of Sale is in the words following, to wit:

Eliza Dennis Hargis : No. 7305 Chancery

vs. : In the Circuit Court for

Samuel J. Dennis, et al : Somerset County, Maryland

* * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry C. Dashiell and Hamilton P. Fox, Trustees appointed by a decree of this Court passed in the above entitled cause to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust and after having complied with all the other prerequisites as required by law and the said decree, they did proceed to consummate the sale of the real estate described in these proceedings at private sale, the same being all that lot or parcel of land lying and binding on the West side of Somerset Avenue, in the Town of Princess Anne, in West Princess Anne Election District, of Somerset County and State of Maryland, and extending to and binding upon Beckford Avenue, bounded on the North by South Street, being an approximate size of 228 feet by 444 feet, and said property being a part of the land of which Eliza Dennis died seized and possessed, and sold the same unto Furman F. Williams and Ella G. Williams, his wife, as tenants by the entireties, their assigns and the heirs and assigns of the survivor, at and for the sum of SIX THOUSAND DOLLARS ($6,000.00), and the said purchasers will comply with the terms of sale.

Respectfully submitted,
Harry C. Dashiell
Hamilton P. Fox

STATEOF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 8th day of August, A.D., 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Hamilton P. Fox, One of the Trustees named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

SEAL OF NOTARY

Iris B. Payne
Notary Public

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 12th day of August, A.D., 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, One of the Trustees named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report

of Sale are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

SEAL OF NOTARY

Betty E. Wilson
Notary Public

ORDER NISI

ORDERED by the Circuit Court for Somerset County, State of Maryland, in Equity, this 12th day of August, A.D., 1957, that the sale of the property mentioned in these proceedings, made and reported by Harry C. Dashiell and Hamilton P. Fox, Trustees appointed by 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 September, 1957, 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 7th day of September, 1957.

The report states the amount of sale to be SIX THOUSAND DOLLARS ($6,000.00).

Benjamin L. Barnes
Clerk

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Somerset County and State of Maryland, in Equity, this 21 day of September, A.D., 1957, that the sale made and reported by the Trustees aforesaid, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the auditor.

E. McMaster Duer
Judge

And thereafter, on the Fourth day of October, in the year Nineteen Hundred and Fifty-seven, was filed in Court here, a Petition and Order of Court, which said Petition and Order of Court are in the words following, to wit:

Eliza Dennis Hargis	*	No. 7305 Chancery
vs.	*	In the Circuit Court for
Samuel J. Dennis et al	*	Somerset County in Equity

****

PETITION

The petition of Harry C. Dashiell and Hamilton P. Fox, Trustees in the above entitled cause, respectfully represents:

That your said Trustees as such as as Solicitors in the above cause have conducted the proceedings in said cause which have resulted in the sale of the real estate and the conveyance of the same to the purchaser; That there are about fifteen defendants in said cause, most of whom live in different states as far out as the state of California; That your petitioners as a result of extraordinary efforts secured the answers of these defendants and otherwise were required to expend extraordinary work and labor in conducting the proceedings in said cause and in consumating the sale and conveyance of said property.

Your petitioners therefore feel that in additional to the regular commission allowed Trustees under the rules of this Court, your petitioners are justly entitled to an additional fee in view of the efforts and labor mentioned above and prays this Honorable Court to pass an order allowing your petitioners an additional fee in said cause.

Respectfully submitted,

Hamilton P. Fox, Trustee

Harry C. Dashiell, Trustee

ORDER OF COURT

Upon the aforegoing petition it is this 4th day of October in the year 1957 ordered by the Circuit Court for Somerset County in Equity, that Hamilton P. Fox and Harry C. Dashiell, Trustees in the above entitled cause, who have conducted the proceedings leading to the sale and conveyance of certain real estate owned by the late Eliza Dennis, deceased, located on South Main Street in Princess Anne, Maryland, be, and the said Trustees are hereby allowed an additional fee of $150.00.

E. McMaster 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: Grace J. Barnes ,Clerk

****

In the Matter of the Lunacy of Lula Beauchamp

)Be it remembered that heretofore, to wit, on the
)Twenty-first day of May, in the year Nineteen Hundred
)and Fifty-seven, a certain Harry C. Dashiell, Attorney,
of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, a Petition, Certificates of Medical Doctors, Affidavits and Order of Court, which said Petition, Certificates of Medical Doctors, Affidavits and Order of Court, are in the words following, to wit:

In the Matter of	:	No. 7312 Chancery
the Lunacy of	:	In the Circuit Court for
Lula Beauchamp	:	Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of J. Frank Joynes, of Somerset County and State of Maryland, the neighbor and next friend of the said Lula Beauchamp, respectfully represents:

FIRST: That the said Lula Beauchamp is now and for sometime has been of unsound mind, and that she is not capable of the government of herself, or the management of her estate, and that she is now a patient in the Eastern Shore State Hospital at Cambridge, Maryland, as is fully set forth in the certificates of Dr. George K. Currier and Dr. Thomas J. Dredge, both of the said Eastern Shore State Hospital, herewith filed, as a part hereof, and that the said Lula Beauchamp is now 72 years of age.

SECOND: That the said Lula Beauchamp is the owner of real estate in Westover Election District, Somerset County, Maryland; that the said Lula Beauchamp has cash in accounts in the Bank of Somerset of the total amount of $853.68; that the said Lula Beauchamp has Government Bonds in the total amount of $475.00; and also has an undivided interest in Postal Savings Bond in the amount of $340.00, and an undivided interest in the fixtures and equipment of a Blacksmith Shop and Machine Shop of undetermined value.

But that as the said Lula Beauchamp is now of unsound mind, as above set forth, and is not capable of the government of herself, or the management of her estate as aforesaid, and is not capable of selling and conveying the real estate and personal property above referred to, it is therefore necessary that a Committee be appointed by this Honorable Court, who may be authorized, empowered and directed by this Court to sell and convey the said real estate and personal property; and that in view of the fact that there is no one legally authorized to receive and manage said estate for the use and support of the said Lula Beauchamp, it would therefore be for the benefit of said non-compos-mentis to appoint a suitable person as Committee of her person and estate.

THIRD: Your Petitioner, therefore, files this petition and prays:

(a) That a Committee to take charge of and manage the property and estate of the said Lula Beauchamp may be appointed by this Honorable Court.

(b) That the said Committee may be authorized, empowered and directed to sell and convey any property that the said Lula Beauchamp may have.

(c) That this Court may grant any other or further relief that the nature of your Petitioner's case may require.

MAY it please your Honors to grant unto your Petitioner the writ of subpoena, directed to the said Lula Beauchamp, residing at Eastern Shore State Hospital at Cambridge, Maryland, a non-compos-mentis, as above set forth, requiring her to appear in this Court, either in person or by solicitor, on or before a certain day to be named therein, and answer the premises and abide by and perform such decree as may seem proper to this Honorable Court.

AND as in duty bound, etc.

J. Frank Joynes,
Petitioner

Harry C. Dashiell
Attorney for Petitioner

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 20th day of May, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared J. Frank Joynes, Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal the day and year above written.

Betty E. Wilson
Notary Public

SEAL OF NOTARY

ORDER

UPON the aforegoing petition and affidavit, it is this 21st day of May, 1957, by the Circuit Court for Somerset County, in Equity, ordered that the subpoena be issued as prayed, that the said Lula Beauchamp be summoned within ten days from the date hereof, that a copy of the summons, petition and this order, be left at Eastern Shore State Hospital, Cambridge, Maryland, where the said Lula Beauchamp alleged incompetent, resides: that this petition be set for a hearing on the 5th day of June, 1957, at 10 o'clock A. M. and further that at any time before or after any decree is entered herein, the said Lula Beauchamp may appear and answer said petition.

E. McMaster Duer
Judge

DOCTOR'S CERTIFICATES

I, George E. Currier MD, am licensed to practice medicine, in the State of Maryland, and am a diplomate of the American Board of Psychiatry and Neurology, that I did on the 17 day of May, 1957, attend and examine Mrs. Lula Beauchamp a patient in the Eastern Shore State Hospital at Cambridge, Maryland, whose sex is female and whose age is approximately 73 years; and found the said Mrs. Lulu Beauchamp to be incompetent to manage her own affairs; and from my attendance upon the said patient and examination, I certify relative to her incompetency, as follows:

1 - Cause Mental illness.

2 - Nature Chronic Brain Syndrome Associated with Cerebral Arteriosclerosis with Psychotic Reaction.

3 - Extent Shows confusion, disorientation, poor memory, judgment and insight; has generalized convulsive seizures periodically.

4 - Probable Duration Indefinite future.

As witness my hand this 17 day of May, 1957.

George E. Currier, M. D.
Medical Doctor

SUBSCRIBED and sworn to before me, a Notary Public of the State of Maryland, in and for Dorchester County, this 17 day of May, 1957.

Bessie O'Neal Orem
Notary Public

SEAL OF NOTARY

I, Thomas J. Dredge MD, am licensed to practice medicine, in the State of Maryland, and am a diplomate of the American Board of Psychiatry and Neurology; that I did on the 17 day of May, 1957, attend and examine Mrs. Lulu Beauchamp a patient in the Eastern Shore State Hospital at Cambridge, Maryland whose sex is female and whose age is approximately 73 years; and found the said Mrs. Lula Beauchamp to be incompetent to manage her own affairs; and from my attendance upon the said patient and exqmination, I certify relative to her incompetency, as follows:

1 - Cause Mental illness.

2 - Nature Chronic Brain Syndrome Associated with Cerebral Arteriosclerosis with Psychotic Reaction.

3 - Extent Shows confustion, disorientation, poor memory, judgment and insight; has generalized convulsive seizures periodically.

4 - Probable Duration Indefinite future.

As witness my hand this 17 day of May, 1957.

Thomas J. Dredge, M. D.
Medical Doctor

SUBSCRIBED AND sworn to before me, a Notary Public of the State of Maryland, in and for Dorchester County, this 17 day of May, 1957.

Bessie O'Neal Orem
Notary Public

SEAL OF NOTARY

And on the same day the following subpoena was issued, which said subpoena with its return thereon, is in the words following, to wit;

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

To Lula Beauchamp
Eastern Shore State Hospital
Cambridge, Maryland

GREETINGS:

We command and enjoin you that you do within the time limited by Order of Court, cause your answer or other defense to be filed to the complaint of J. Frank Joynes, Somerset County, at a hearing set for June 5, 1957 at 10:00 A. M. against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 6th day of May Nineteen Hundred and fifty-seven.

Issued the 21st day of May, 1957.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within time prescribed by Order of Court.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes,
Clerk

RETURN: "Served by Summoned Dr. Currier & Lulu Beauchamp also copy of Bill of Complaint left with each,.5/22/57". David Bradshaw

And thereafter, on the 11th day of June, in the year Nineteen Hundred and Fifty-seven, was filed in Court here, an Order, which said Order is in the words following, to wit:

IN THE MATTER OF	:	No. 7312 Chancery
THE LUNACY OF	:	In the Circuit Court
LULA BEAUCHAMP	:	For Somerset County

The above cause being set down for hearing on the 5th day of June, 1957, and the said Lula Beauchamp, having been duly summoned and notified of said Hearing and having failed to appear, either by solicitor or in person, to show cause why the relief prayed in the petition herein should not be granted, and the petition, affidavits and certificates of attending physicians filed herein, having been read and considered by the Court, it is, thereupon, ordered and decreed, this 11 day of June, 1957, by the Circuit Court for Somerset County, in Equity, that J. Frank Joynes be and he is hereby appointed Committee of the estate of the said Lula Beauchamp, with full power and authority to take charge of and manage and administer the estate of the said Lula Beauchamp, under the direction of this Court, but before the said J. Frank Joynes shall proceed to act under the authority hereby conferred he shall qualify by giving bond, with corporate security in the amount of thirty five hundred dollars but the right is hereby reserved to the said Lula Beauchamp to appear and answer the petition in this case at any time.

E. McMaster Duer
Judge

And thereupon, on the eighteenth day of June, in the year nineteen hundred and fifty-seven, was filed in Court here, a Bond, which said Bond, is in the words following, to wit:

BOND

KNOW ALL MEN BY THESE PRESENTS

That, J. Frank Joynes, principal, of Somerset County and State of Maryland, and The American Surety Company of New York, a corporation created under the laws of the State of New York, a corporation created 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 thirty five hundred dollars ($3500.00) to be paid to the State of Maryland, or its certain attorneys, under which payment, will and truly to be made and done, we bind ourselves and each of us our heirs, personal representatives, and assigns firmly by these presents, sealed with our seals, and dated this 17th day of June in the year nineteen hundred and fifty seven.

WHEREAS, the above bounden J. Frank Joynes was, by an order of the Circuit Court for Somerset County in equity, passed on the twelveth day of June, nineteen hundred and fiftyseven, in Chancery cause 7312, appointed the Committee of the person and the state of the said Lula Beauchamp with full power and authority to take charge and manage the property and to assume the control of the said Lula Beauchamp under the direction of said Court.

NOW THEREFORE, the conditions of the above obligation is such that if the said J. Frank Joynes 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 obligation to be void, otherwise, to be and remain in full force and virtue in law.

AS WITNESS the hand and seal of the said J. Frank Joynes, the corporate seal of said body corporate, and the hand and seal of J. W. Wood the Resident Vice President of sand body corporate, the day and year above written.

Test: Harry C. Dashiell — J. Frank Joynes — CORPORATE SEAL

ATTEST: M. Busha,
Resident Asst. Secretary

THE AMERICAN SURETY COMPANY
BY J. W. Wood
Resident and Vice President

Countersigned
By Harry C. Dashiell
At Princess Anne, Md.
Registered Resident Agent

AMERICAN SURETY COMPANY OF NEW YORK

"A meeting of the Board of Trustees of American Surety Company of New York was held at the office of the Company, No. 100 Broadway, New York City, on Tuesday, April 17, 1956 at twelve o'clock noon.

. . . . .

"Upon motion duly made, seconded and unanimously carried, the following Resident Officers were elected, to hold office until their respective successors shall have been duly chosen and shall qualify, or until they shall resign or be removed as provided in the By-Laws:

PLACE	RESIDENT VICE-PRESIDENTS	RESIDENT ASSISTANT SECRETARIES
Philadelphia, Pa.	M. Busha E. M. Cannon J. B. Ferren B. M. Fitzgerald W. C. Gallagher W. G. Keating G. A. Mundy H. T. Reynolds Faller Spreeman J. W. Wood	M. Busha E. M. Cannon J. B. Ferren B. M. Fitzgerald W. C. Gallagher W. G. Keating G. A. Mundy D. L. Porretti H. T. Reynolds Faller Apreeman J. W. Wood

. . . . .

"The following resolution was duly adopted:

"RESOLVED, That the Chairman of the Board, the President, the First Vice President, the Vice Presidents and the Resident Vice Presidents be, and they hereby are, and each of them is hereby authorized and empowered to execute and deliver any and all surety bonds and undertakings for or on behalf of the Company, in its business and in accordance with its charter; such bonds and undertakings to have in every instance, however, the seal of the Company affixed thereto, and to be attested by the signature of the Secretary, an Assistant Secretary, or a Resident Assistant Secretary of this Company."

. . . . .

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

I, Raymond L. Rose Assistand Secretary of AMERICAN SURETY COMPANY OF NEW YORK, do hereby certify that the foregoing transcripts from the Record Book of the Board of Trustees of AMERICAN SURETY COMPANY OF NEW YORK are correct transcripts from said Record Book; I further certify that the foregoing transcript of resolution is a just, true, correct and complete copy of the original thereof; that the said resolution has not been revoked or rescinded and that the authority of the Resident Vice-President and the Resident Assistant Secretary, listed above, who executed the bond to which this Certificate is attached, is in full force and effect as of this date.

Given under my hand and the seal of the Company, at New York, N. Y., on June 17, 1957.

Raymond L. Rose
Assistant Secretary

CORPORATE SEAL

AMERICAN SURETY COMPANY OF NEW YORK
General Offices, 100 Broadway,
New York

FINANCIAL STATEMENT, DECEMBER 31, 1956

ADMITTED ASSETS

Real Estate--Unencumbered			
Home Office Property		$ 6,093,981.57	
East Orange Property		481,666.67	
			$ 6,575,648.24
*Securities			
U. S. Government Bonds		$26,596,226.00	
Other Bonds		13,806,607.02	
Preferred Stocks		1,761,268.00	
Common Stocks		10,394,056.00	
Total Bonds & Stocks		$52,558,157.02	
Investment in Stocks of Subsidiary Companies		3,246,345.22	$55,804,502.24
Agents' Balances	$6,854,683.49		
Less Reinsurance Payable	253,234.41	$ 6,601,449.08	
Less Premiums More Than 90 Days Due		330,674.46	6,270,774.62
Cash in Banks and Offices			4,703,991.84
Reinsurance & Other Accounts Receivable			2,222,606.00
Interest Due and Accrued			230,580.42
Funds held under Reinsurance Treaties-Contra			1,249,411.53
			$77,057,574.89

*Bonds are stated at amortized values and stocks at Convention Values as established by the Insurance Department of the State of New York.

Securities carried at $1,963,924.74 in the above statement are deposited as collateral and for purposes required by law.

Investment in stocks of subsidiary companies is stated at less than the value indicated by statements of such subsidiaries.

LIABILITIES

Capital Stock	$ 7,500,000.00
Surplus and Undivided Profits	16,543,469.30
Contingency Reserve	500,000.00

Surplus to Policyholders	$24,543,469.30
Reserve for Unearned Premiums	24,640,748.10
Reserve for Losses and Adjustment Expenses	23,477,946.38
Reserve for Unauthorized Reinsurance	105,620.60
Reserve for Expenses, Taxes and Other Liabilities	2,206,607.42
Drafts Payable	519,771.56
Reserve for Federal Income Taxes	35,000.00
Reserve for Funds held under Reinsurance Treaties-Contra	1,249,411.53
Dividend Payable, January 2, 1957	270,000.00
	$77,057,574.89

The within Bond approved.
Benjamin L. Barnes, Clerk

And thereafter, on the Eighth day of July, in the year Nineteen Hundred and Fifty-seven, was filed in the Circuit Court here, a Petition, Affidavit and Order of Court, which said Petition, Affidavit and Order of Court are in the words following, to wit:

IN THE MATTER OF : No. 7312 Chancery

THE LUNACY OF : In the Circuit Court for

LULA BEAUCHAMP : Somerset County

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of J. Frank Joynes, dully appointed by this Honorable Court, as the Committee of the said Lula Beauchamp, lunatic, respectfully represents:

FIRST: That since the appointment of your petitioner as Committee as aforesaid, the said Committee has filed a bond as such Committee, as required by the Order of Court heretofore passed in this cause.

SECOND: That the said Lula Beauchamp, non-compos-mentis, as aforesaid, is seized and possessed of a tract or parcel of land improved by a two-story dwelling, heretofore used as a blacksmith shop and a living apartment, and five acres of land located on the Revelle's Neck Road in Westover Election District in said Somerset County and State of Maryland, which was conveyed to William T. Beauchamp, late, deceased, and the said Lula Beauchamp, his wife, by L. Creston Beauchamp, Trustee, by deed dated March 14, 1949 and recorded in Liber B.L.B. No. 146 Folio 242 etc., and which said land, upon the death of the said William T. Beauchamp, became the sole property of the said Lula Beauchamp.

THIRD: That the said Lula Beauchamp, non-compos-mentis, as aforesaid, is now an inmate of the Eastern Shore State Hospital at Cambridge, Maryland and that the certificates of the two physicians heretofore filed in this cause show that she is suffering from mental illness and that the probable duration of her condition is stated to be in the indefinite future and that her age at the present time is seventy three years.

FOURTH: That the estate of the said Lula Beauchamp is responsible for her maintenance and support as a patient of the Eastern Shore State Hospital as aforesaid, and that your Committee is advised that the monthly payment due said hospital for the support of the said Lula Beauchamp is ninety seven dollars each month and that the personal estate of the said Lula Becuahamp is not sufficient to pay for her support for any appreciable length of time.

FIFTH: That the said real estate described above is un-occupied at the present time and your Committee believes that in its present condition the property cannot be rented for any purpose.

SIXTH: And that because of the condition of the property and for the future maintenance and support of the said non-compos-mentis, your Committee believes that it is advisable to sell said real state at the present time and to convert the same into cash.

SEVENTH: Your petitioner as Committee of the said Lula Beauchamp prays the Court to pass an order authorizing, empowering, and directing your said Committee to sell the land and premises above described at a public auction and upon said sale to grant and convey unto the purchaser, his heirs and assigns, the said land and premises above described and referred to.

AND as in duty bound, etc.

J. Frank Joynes
Committee

Harry C. Dashiell, Attorney

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 8th day of July in the year nineteen hundred and fifty-seven, before me, the subacriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared, J. Frank Joynes, and made cath in due form of law that the matters and facts contained and stated in the aforegoing petition are true as therein set forth to the best of his knowledge and belief.

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

Betty E. Wilson
Notary Public

SEAL OF NOTARY

UPON the aforegoing petition and affidavit, it it this 8th day of July, 1957, by the Circuit Court for Somerset County in Equity, ordered that J. Frank Joynes, Committee of Lula Becuahamp, lunatic, be and he is hereby authorized, empowered, and directed to sell and grant and convey by a good and sufficient deed the real state and premises of the said Lula Beauchamp located as aforesaid on the Revelle's Neck Road in Westover Election District in aid Somerset County and State of Maryland which said real state is now owned by the said Lula Beauchmap under the deed herein referred to.

E. McMaster Ducr
Judge

And afterward, on the Fourth day of September, in the year Nineteen Hundred and Fifty-seven, there was filed in Court a Committee's Report of Sale, Order Nisi and Order of Court, which said Report of Sale, Order Nisi and Order of Court are in the words following, to wit:

In the Matter of the	:	No. 7312 Chancery
Lunacy of	:	In the Circuit Court for
Lula Beauchamp	:	Somerset County in Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Frank Joynes, Committee, appointed by a decree of this Honorable Court, passed in the above entitled cause under date of the 11th day of June, 1957, respectfully shows:

That after giving bond, with security, for the faithful performance of his trust, as required by the aforesaid decree and under a further order of this Court dated July 8, 1957, the said Committee was authorized, empowered, and directed to sell and grant and convey the real estate here and after described and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Marylander & Hearld, a weekly newspaper published in said Somerset County and by hand bills circulated in said county and posted at the Court House door in said county for at least three successive weeks before the day of sale, the said Committee in persuance of said notice and advertisement did attend on the premises on the Revells Neck Road in Westover Election Distruct on Friday, August 23, 1957, at the hour of 2 p.m. and then and there proceed to sell said real estate in the following manner, that is to say:

The Committee offered at public auction to the highest bidder the said real estate mentioned in said decree and described in said advertisement of sale as follows: All that lot or parcel of land in Westover Election District in said Somerset County and State of Maryland, lying and binding at the intersection of the Revells Neck Road and the Stewart Neck Road leading to Princess Anne, whereon the late William T, Beauchamp and Lula Beauchamp, his wife, resided and adjoining the lands of Viola B. Joynes and Somers Blevins and containing about five acres of land more or less and being the same and all of the land which was conveyed unto the said William T. Beauchamp and Lula Beauchamp, his wife, by L.

Creston Beauchamp, Trustee, by deed dated March 14, 1949 and recorded among the land records of said Somerset County in Liber BLB No. 146 Folio 242 etc; and the said land upon the death of the said William T. Beauchamp, became the sole property of the said Lula Beauchamp, his wife.

And your said Committee sold the above described real estate to Blanche Beauchamp Ellison and Clarence Ellison, her husband, at and for the sum of thirteen hundred dollars ($1300.00) they being the highest and best bidders therefor, and the said purchasers have complied with the terms of said sale by paying the whole amount of said purchase money in cash/ And your said Committee also reports that he sold the household and kitchen furniture belonging to the said Lula Beauchamp at public auction at and for the sum of eighty two dollars and twenty five cents ($82.25) which said amount was paid in cash.

All of which is respectfully submitted.

J. Frank Joynes, Committee

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 4th day of Sept. in the year 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared J. Frank Joynes, Committee named in the above report of sales, and made oath in due form of law that the matters and facts stated in the above report of sales are true as thereon stated to the best of his knowledge and belief and the sale therein reported was fairly made.

As witness my hand and notarial seal the day and year above written.

Betty E. Wilson
Notary Public

SEAL OF NOTARY

ORDER NISI

In the Matter of the	:	No. 7312 Chancery
Lunacy of	:	In the Circuit Court for
Lula Beauchamp	:	Somerset County in Equity

ORDERED, that the sale of the real estate mentioned in these proceedings, made and reported by J. Frank Joynes, Committee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 7th day of October 1957; 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 5th day of October 1957.

The report states the amount of sale to be thirteen hundred dollars, ($1300.00)

Benjamin L. Barnes
Clerk

ORDERED By the Circuit Court for Somerset County in Equity this 1st day of November 1957 that the sale of the real estate and personal property mentioned in these proceedings made and reported by J. Frank Joynes, Committee of Lula Beauchamp, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although notice appeared and having been given as required by the Order Nisi passed in said cause.

And since it appears that Harry C. Dashiell the regular auditor of the Court, is the Solicitor for the Complainant in this cause, it is further ordered that Hazel B. Turkington be, and she is hereby appointed, Special Auditor to state this account in this cause.

E. McMaster Duer
Judge.

And thereafter, on the Twenty-fourth day of September, in the year Nineteen hundred and Fifty-seven, there was filed in Court here a Petition and Order of Court for Counsel Fee, which said Petition and Order of Court for Counsel fee are in the words following, to wit:

In the Matter of the	:	No. 7312 Chancery
Lunacy of	:	In the Circuit Court
Lula Beauchamp	:	For Somerset Co. in Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Harry C. Dashiell, the Solicitor in the above entitled cause, respectfully repsesents,

That, as the Solicitor in said cause, your petitioner has conducted all the proceedings therein. He filed the original petition and secured the affadavits of the physicians at the Eastern Shore State Hospital at Cambridge, Maryland as a result of which the said Lula Beauchamp was adjudicated insane and J. Frank Joynes appointed her Committee.

Afterwards your petitioner filed a petition in said cause for the sale of the real estate, advertised said real estate for sale, and was present on the premises when the real state was sold and he has since prepared the report of sales of the real and personal property now pending in said cause.

Your petitioner then forwarded to the Frderal Reserve Bank certain government bonds owned by the said Lula Beauchamp and the cash value thereon has been paid to the Committee in said cause.

Your petitioner has performed other acts for the Committee and as a result of such efforts the Committee now has on deposit in the Bank of Somerset in Princess Anne, Maryland a total sum of $2777.00.

As Solicitor aforesaid, your petitioner is entitled to a reasonable and proper fee for his services as above set forth and your petitioner prays your Honor to pass an order authorizing and directing the Committee in this cause to pay to your petitioner a proper fee for his services.

Respectfully submitted,

Harry C. Dashiell

ORDER

Upon the aforegoing petition it is this 19th day of September in the year 1957, by the Circuit Court for Somerset County in Equity, ordered that J. Frank Joynes, Committee of Lula Beauchamp, a non-compos-mentis, in the above entitled cause, be and he is hereby authorized and directed to pay to Harry C. Dashiell, Solicitor in said cause, the sum of $200.00 as a fair and proper fee in said cause.

E. McMaster Duer
Judge

And thereafter, on the Twenty-first day of November, in the year Nineteen Hundred and Fifty-seven, there was filed in Court a Petition and Order of Court, which said Petition and Order of Court are in the words following, to wit:

In the Matter of the Estate	:	No. 7312 Chancery
of Lula Beauchamp, incompetent,	:	in the Circuit Court for
J. Frank Joynes, Committee	:	Somerset County, in Equity

. . . . . .

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of J. Frank Joynes, Committee of Lula Beauchamp, non-compos-mentis, in the above entitled cause, respectfully represents:

(1) That an audit has been filed in said cause and that account shows that the balance of the estate in the hands of said Committee is the sum of $2279.48 and that said sum is responsible for the care and maintenance of the said Lula Beauchamp in the Eastern Shore State Hospital at Cambridge, Maryland; and that the amount chargeable for her care etc. in the State Hospital each month is due to the County Commissioners of Somerset County, Maryland.

(2) That your said Committee and the said County Commissioners have tentatively agreed subject to the approval of this Court, that out of the balance now in the hands of said

Committee, the sum of $500.00 shall be retained by said Committee for the burial of the said incompetent in the event of her death and that the then balance of said fund in the hands of the Committee shall be paid to said County Commissioners for the care and maintenance of said incompetent as aforesaid.

That there is now due the said County Commissioners the sum of $679.00 for the care of said incompetent down to the end of the month of October 1957.

And your Committee prays the Court to pass an order authorising and empowering your said Committee to retain the sum of $500.00 for the burial of the incompetent in the event of her death; to pay the sum of $679.00 now due to said County Commissioners of Somerset County; and to apply the balance then remaining in the hands of said Committee to the future care and maintenance of said incompetent as herein set forth.

AND AS IN DUTY BOUND, ETC.

J. Frank Joynes
Committee of Lula Beauchamp

O R D E R OF C O U R T

Upon the aforegoing petition, it is this 19th day of November, 1957 by the Circuit Court for Somerset County in Equity adjudged, ordered, and decreed that J. Frank Joynes, Committee of Lula Beauchamp, non-compos-mentis, be and he is hereby authorized and empowered out of the balance of the funds now in his hands, first to retain the sum of $500.00 for the burial of the said Lula Beauchamp, in the event of her death; second, to pay to the County Commissioners of Somerset County, Maryland the sum of $679.00 which is the amount now due to said County Commissioners for her care and maintenance down to the end of October, 1957; and, third, to apply the remaining balance in the hands of said Committee for the care and maintenance of said incompetent until such balance is exhausted and paid out.

E. McMaster 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: Grace L Barnes ,Clerk

****

L. Creston Beauchamp, Ex Parte under power contained in Mortgage from Richard Ivory Veney and Naomi Veney, his wife to L. Creston Beauchamp

) Be it remembered that heretofore to wit, on the Sixth day of November, in the year Nineteen Hundred and Fifty-seven, a certain L. Creston Beauchamp, Ex Parte, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage, which said original of Mortgage, is in the words following, to wit:

L. Creston Beauchamp, Ex Parte under power contained in Mortgage from Richard Ivory Veney and Naomi Veney, his wife to L. Creston Beauchamp

: No. 7371 Chancery
: In the Circuit Court for
: Somerset County, Maryland

. . . . . .

THIS MORTGAGE, Made this 2nd day of April, in the year nineteen hundred and fifty-three, by Richard Ivory Veney and Naomi Veney, his wife, of Somerset County, Maryland, witnesseth:

Whereas, the said Richard Ivory Veney and Naomi Veney, his wife, are justly indebted unto L. Creston Beauchamp, of said county and state, in the sum of two hundred dollars for money this day loaned, evidenced by the bill obligatory of the said Richard Ivory Veney and Naomi Veney, his wife, for said sum of two hundred dollars, dated evenly herewith and payable to

the said L. Creston Beauchamp one year after date, with interest from date, payable semi-annually, and whereas, for the purpose of securing the payment of said sum of two hundred dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said Richard Ivory Veney and Naomi Veney, his wife, hereby grant and convey unto the said L. Creston Beauchamp, his heirs and assigns, ALL that lot or parcel of land situate, lying and being in Mount Vernon Election District, Somerset County, Maryland, binding on the east side of the county road leading from Vernie Jackson residence to the old Monie Draw Bridge, adjoining the lands of Charles Jones, Joseph Bounds and John Jones, and containing 1 acre, more or less; the land hereby conveyed being the same and all the land which was conveyed to the said Richard Ivory Veney and Naomi Veney, his wife, by Vernie Jackson by deed dated February 2, 1942, recorded among the Land Records of said Somerset County in Liber No. 135, Folio 46.

To which said deed and records and all the references therein, special reference is here made, as a part hereof, for full and accurate description of the property herein 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, accoring 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, mortgafe debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or L. Creston Beauchamp, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 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 devt and interest, and the same shall be a lien upon the mortgage 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 haveing jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

Richard Ivory Veney (SEAL)

Test:
Shirley M. Naples

Naomi Veney (SEAL)

STATE OF MARYLAND, Somerset County, to-wit:

I HEREBY CERTIFY, That on this 2nd day of April in the year nineteen hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County personally appeared Richard Ivory Veney and Naomi Veney, his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me L. Creston Beauchamp, the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

Shirley M. Naples
Notary Public.

SEAL OF
NOTARY

Com. Shirley McIntyre

And thereafter, to wit, on the Fifteenth day of November, in the year nineteen hundred and fifty-seven, the said L. Creston Beauchamp, Ex Parte, filed in Court here a Bond, which said bond is in the words following, to wits

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and R. Mark White and William C. Ford, Jr., of said County and State, sureties, 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 13th day of November, 1957.

WHEREAS, by mortgage dated April 2, 1953, recorded among the Land Records of said Somerset County in Liber B.L.B. No. 159, folio 338, a certain Richard Ivory Veney and Naomi Veney, his wife, conveyed to L. Creston Beauchamp certain real estate in said County, and whereas default occurred in the terms and conditions of said mortgage, and, whereas, by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell the mortgaged property, and, whereas, the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of said mortgaged property.

NOW the condition of the above obligation is such that if the aboe bounded 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 of law.

L. Creston Beauchamp, Principal (SEAL)

R. Mark White, Surety (SEAL)

William C. Ford, Jr., Surety (SEAL)

TEST: Grace J. Barnes

The within Bond approved.

Grace J. Barnes, Clerk

And thereafter, on the fourth day of December, in the year nineteen hundred and fifty-seven, there was filed in the Circuit Court here, a Report of Sale and Distribution, Affidavit, Order Nisi and Final Order, which said Report of Sale and Distribution, Affidavit, Order Nisi and Final Order are in the words following, to wit:

L. Creston Beauchamp, Ex Parte	:	No. 7371 Chancery
Trust created by mortgage from	:	In the Circuit Court for
Richard Ivory Veney &	:	Somerset County, Maryland
Naomi Veney, his wife	:	

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, attorney and trustee for the purpose of foreclosure of a mortgage from Richard Ivory Veney and Naomi Veney, his wife, to L. Creston Beauchamp, dated April 2, 1953, recorded among the Land Records of Somerset County, Maryland, in Liber B.L.B. No. 159, folio 338, respectfully shows:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved secuirty, 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-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said County and by handbill posted at the Court House Door in said County, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Maryland, Tuesday, December 3, 1957, at the hour of 2:00 O'clock P. M. and then and there proceeded to sell at public auction the following described property mentioned in said mortgage, namely:

He offered all that house and lot situate, lying and being in Mount Vernon Election District, Somerset County, Maryland, binding on the east side of the county road leading from Vernie Jackson residence to the old Monie Draw Beidge, adjoining the lands of Charles Jones, Joseph Bounds and John Jones, and containing 1 acre, more or less; being the same and all the land which was conveyed to Richard Ivory Veney and Naomi Veney, his wife, by

Vernie Jackson by deed dated February 2, 1942, recorded among said Land Records in Liber No. 135, folio 46, and improved by a dwelling, and sold the same to L. Creston Beauchamp, at and for the sum of Two Hundred Eighty Dollars ($280.00), he being the highest bidder therefor, which has been fully paid to the satisfaction of the trustee.

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

Whole amount of sale		$280.00
Clerk's Costs	$ 38.00	
Advertising	31.00	
Auctioneer	10.00	
Solicitor's Fee	25.00	
Commissions on Sale	25.00	
Taxes	17.48	$146.48
		$133.52
To L. Creston Beauchamp, balance due on mortgage	$100.00	
Interest due on same to day of sale	33.52	133.52

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

All of which is respectfully submitted.

L. Creston Beauchamp
Attorney and Trustee

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY THAT on this 4th day of December, 1957, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the attorney and trustee mentioned in the aforegoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of proceeds therefrom was fairly made.

Grace J. Barnes
Clerk of the Court

ORDER NISI

L. Creston Beauchamp, Ex Parte Trust created by mortgage from Richard Ivory Veney and Naomi Veney, his wife	:	No. 7371 Chancery
	:	In the Circuit Court for
	:	Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 4th day of December, 1957, that the report of L. Creston Beauchamp, attorney and trustee mentioned in the aforegoing 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 7th day of January, 1958; 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 January, 1958.

The report states the amount of sale to be Two Hundred Eighty Dollars ($280.00).

Grace J. Barnes
Clerk of Court

ORDER

L. Creston Beauchamp, Ex Parte Trust created by mortgage from Richard Ivory Veney and Naomi Veney, his wife	:	No.7371 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 9th day of January, 1958, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland in Equity, that the with report of L. Creston Beauchamp, attorney and trustee, and the sale by him reported be and the same are

hereby finally ratified and confirmed.

E. McMaster 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: Grace J. Baines ,Clerk

Alice Elzey, widow, Princess Anne, Maryland
Viola D. Brown and Walter Brown, her husband,
408 N. 52nd Street Philadelphia, Pennsylvania,
and Sidney Dennis and Margaret Dennis, his wife,
953 Bennett Place, Baltimore, Maryland

vs.

Ernest Sudler c/o Nannie Bynes
11 Willow Street, Bridgeton, New Jersey

) Be it remembered that heretofore, to
) wit, on the Twenty-Fifth day of July,
) in the year Nineteen Hundred and Fifty-
) seven, a certain L. Creston Beauchamp,
) Attorney, of Somerset County and State
) of Maryland, exhibited and filed in

the Circuit Court here, a Bill for Partition and Order of Publication, which said Bill for Partition and Order of Publication are in the words following, to wit:

Alice Elzey, widow, Princess Anne, Maryland, Viola D. Brown and Walter Brown, her husband, 408 N. 52nd Street, Philadelphia, Pennsylvania, and Sidney Dennis and Margaret Dennis, his wife, 953 Bennett Place, Baltimore, Maryland	:	No. 7338 Chancery
	:	In the Circuit Court for
	:	Somerset County,
	:	Maryland.
vs.	:	
Ernest Sudler c/o Nannie Bynes 11 Willow Street Bridgeton, New Jersey	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orators, complaining, says:

1. That Samuel Dennis, 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 East Princess Anne Election District, Somerset County, Maryland, containing twenty-five (25) acres of land, more or less, which was conveyed to the said Samuel Dennis by Evergreen Ingersoll and wife, by deed dated April 3, 1907, recorded among the Land Records of said Somerset County in Liber S.F.D. No. 45, folio 199, except so much thereof which was conveyed to Lewis S. Dennis and Rose B. Dennis, his wife, by the said Samuel Dennis by deed dated October 30, 1928, recorded among said Land Records in Liber No. 97, folio 153.

2. That being so seized and possessed, the said Samuel Dennis departed this life, intestate, on or about the 13th day of December, 1946, leaving as his heirs at law, the following, who are all over the age of twenty-one years:

(1) A daughter, Alice Elzey, widow, a plaintiff who resides in Princess Anne, Maryland.

(2) A daughter, Elizabeth Smith, of Philadelphia, Pennsylvania, who died testate, leaving her interest to her daughter, Marie Smith, who conveyed her interest in the property herein to Viola D. Brown and Walter Brown, her husband, two of the plaintiffs, who reside at 408 N. 52nd Street, Philadelphia, Pennsylvania, by deed dated September 13, 1954, recorded among said Land Records in Liber No. 166, folio 308.

(3) A daughter, Susan Sudler, who has died leaving a husband, Ernest Sudler, the defendant, who resides at 11 Willow Street, Bridgeton, New Jersey, and a son, Sidney Dennis, one of the plaintiffs, who inter-married with Margaret Dennis and now resides in Baltimore, Maryland.

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 divisions of said interests it will be necessary that said real estate be

sold and the proceeds thereof divided among the parties entitled thereto according to their respective interests therein, but your orators are unable to obtain adequate relief or make sale of said real estate without the aid of this Honorable Court.

To the end therefore:

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

2. That the proceeds of said sale may be distributed among the parties entitled to interests therein, according to their respective interests.

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

May it please your Honor to grant unto your orators the order of publication giving notice to the said Ernest Sudler, the non-resident defendant of the State 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 as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Plaintiffs

ORDER OF PUBLICATION

Alice Elzey, widow, Princess Anne, Maryland, Viola D. Brown and Walter Brown, her husband, 408 N. 52nd Street, Philadelphia, Pennsylvania, and Sidney Dennis and Margaret Dennis, his wife, 953 Bennett Place, Baltimore, Maryland	:	No. 7338 Chancery
	:	In the Circuit Court for
	:	Somerset County,
vs.	:	Maryland.
Ernest Sudler c/o Nannie Bynes 11 Willow Street Bridgeton, New Jersey	:	

. . . . . .

The object of this suit is to procure a sale of certain real estate in East Princess Anne Election District, Somerset County, Maryland.

The bill states that Samuel Dennis, late of Somerset County, Maryland, deceased, was in his life time and at the time of his death, seized and possessed of a large amount of real estate lying in East Princess Anne Election District, Somerset County, Maryland; that being so seized and possessed, the said Samuel Dennis departed this life intestate on or about the 13th day of December, 1946, leaving Alice Elzey, widow, a daughter; Elizabeth Smith, a daughter, who died testate, leaving her interest to her daughter, Marie Smith, who conveyed her interest in the property mentioned in said bill to Viola D. Brown and Walter Brown, her husband; and a daughter, Susan Sudler, who has died leaving a husband, Ernest Sudler, the defendant herein, and a son, Sidney Dennis, who inter-married with Margaret Smith, all being the heirs at law of the said Samuel Dennis, deceased; that a partition of said property among the parties entitled thereto according to their several interests therein as aforesaid, can not be made without serious loss to the parties entitled; and that the said Ernest Sudler is a non-resident of the State of Maryland.

It is thereupon, this 25th day of July, 1957, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the plaintiffs by causing a copy of this order to be published in some newspaper published in said Somerset County once in each of four successive weeks before the 26th day of August, 1957, give notice to the said absent defendant of the object and substance of this bill., warning him to appear in this Court, in person or by solicitor, on or before the 11th day of September, 1957, to show cause, if any he has, why a decree ought not to be passed as prayed.

Benjamin L. Barnes.

And thereafter, on the Fifth day of August, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here a Certificate of Service, which said Certificate of Service is in the words following, to wit:

STATE OF NEW JERSEY, Gloucester COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of Sugust, 1957, before me the subscriber, a Notary Public of the State of New Jersey, in and for Gloucester County aforesaid, personally appeared Clarence F. Timberman, who made oath in due form of law that he is the Special Deputy Sheriff of Gloucester County, and that he did on the 1st day of August, 1957, serve a copy of the above order of publication for bill of partition by Alice Elzey, widow, and others against Ernest Sudler, upon the said Ernest Sudler and did leave a copy of said order of publication with the said Ernest Sudler, and left a copy with Luvania Maneoff, guardian of Ernest Sudler.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my Notarial Seal the day and year aforesaid.

SEAL OF NOTARY

Edith M. Batten

And thereafter, on the Twenty-seventh day of September, in the year Nineteen Hundred and Fifty-seven, there was filed in Court a Petition for Decree Pro Confesso and Order of Court, which said Decree Pro Confesso and Order of Court are in the words following, to wit:

Alice Elzey, widow, Viola D. Brown & Walter Brown, her husband, and Sidney Dennis & Margaret Dennis, his wife	:	No, 7338 Chancery
	:	In the Circuit Court
	:	For Somerset County,
vs.	:	Maryland
Ernest Sudler		

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiffs respectfully represents that the order of publication heretofore passed in this cause has been served upon the said Ernest Sudler, the adult non-resident defendant, mentioned in the bill of partition, and the said Ernest Sudler has failed to appear to said bill within the time required by this Court.

The plaintiffs therefore pray the Court to pass a decree pro confesso against the said adult non-answering defendant, Ernest Sudler;

And, also, to pass an order to take testimony in said cause.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Plaintiffs

It appearing in the above entitled cause that the order of publication has been duly served upon the defendant, Ernest Sudler, and has failed to appear to or answer said bill of partition.

It is, thereupon, this 27th day of September, 1957, upon the aforegoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the bill of partition be, and the same is hereby taken pro confesso against the said Ernest Sudler, adult defendant.

Ant it is further ordered that the plaintiffs have leave to take testimony before one of the standing examiners of this Court.

E. McMaster Duer
Judge

And thereupon, on the Eleventh day of October, in the year Nineteen Hundred and Fifty-seven there was filed in Court here, Testimony, which said Testimony is in the words following, to wit:

Alice Elzey, widow, et als	:	No. 7338 Chancery
vs.	:	In the Circuit Court for
Ernest Sudler	:	Somerset County, Maryland

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, do hereby certify that on Friday, the 11th day of October, 1957, at the office of L. Creston Beauchamp, in Princess Anne, Maryland, I did take the following depositions, that is to say:

Alice Elzey, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Alice Elzey, more than fifty, Princess Anne, Maryland, housework.

Int. (2). Please state if you knew Sam Dennis in his lifetime; is he living or dead and if dead when did he die and who were his heirs at law?

Ans. I knew Sam Dennis, he was my father and died Dec. 13, 1946, without any will and left the following heirs.

1. A daughter, Elizabeth Smith, of Philadelphia, Pa., who died testate, leaving her interest in the property mentioned herein to her daughter, Marie Smith, who conveyed it to Viola D. Brown and Walter Brown, her husband, two of the plaintiffs, by deed dated Sept. 13, 1954, recorded among the Land Records of Somerset County in Liber No. 166, folio 308.

2. A daughter, Susan Sudler, who died leaving a husband, Ernest Sudler, the defendant, and a son Sidney Dennis, one of the plaintiffs, who now lives in Baltimore, Md.

3. Myself, Alice Elzey, widow, a daughter, living in Princess Anne, Maryland, and one of the plaintiffs.

So that the property is now owned by Viola D. Brown and Walter D. Brown, her husband, Sidney Dennis, Ernest Sudler, and myself.

Int. (3). Please state what property you are talking about that was owned by Samuel Dennis at his death.

Ans. My father owned a tract of woodland in East Princess Anne Election Dristrict, Somerset County, Maryland, containing 25 acres, more or less, which he bought from Evergreen Ingersol and wife, by deed dated April 2, 1907, recorded among said Land Records in Liber No. 45, folio 199, except so much of it as was conveyed to Louis Dennis and Rose Dennis by deed dated October 30, 1928, recorded among said Land Records in Liber No. 97, folio 153, and now contains about 12 acres, more or less. There was never any administration on the estate.

Int. (4) Please state if the property can be divided among those entitled to an interest or if it will have to be sold and the proceeds divided.

Ans. There is no way the property can be divided equally but the land will have to be sold and the proceeds divided.

Court question and answer: Nothing further except that all the parties hereto are over the age of twenty-one years.

Alice Elzey

TEST:
Harry C. Dashiell
Examiner in Chancery

Pauline James, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Pauline James, 53, Princess Anne, Maryland, housewife.

Int. (2) Did you know Sam Dennis in his lifetime. If dead, did he or not die intestate and state if there was ever any administration and who are his heirs?

Ans. I knew Sam Dennis all of my life, he is dead and never left any will that I ever heard of. He left his daughter, Alice Elzey, his daughter, Susan Sudler, who died leaving a husband, Ernest Sudler, and a son Sidney Dennis, a daughter, Elizabeth Smith, who died testate, leaving her interest in the property mentioned herein to her daughter, Marie Smith, who has sold it to Viola D. Brown and Walter Brown, her husband.

Int. (3) State what, if any, property Sam Dennis left at his death and how much it is worth.

Ans. Besides his home place, he left about 12 acres of woodland which he brought from Mr. Evergreen Ingersol. I would say this property is worth about $1200.00. There is no way this property can be divided equally between the owners but it must be sold and the money divided.

Court questions and answers: Nothing further.

Pauline M. James

TEST:
Harry C. Dashiell
Examiner in Chancery

There being no further witnesses produced to me to be examined, I herewith at the request of the plaintiffs' solicitor return the above desposition to the Court and certify that all the requirements of General Equity Rule 28A have been complied with, and that the examiner's

costs have been paid by the complainants.

Given under my hand and seal this 11th day of October, 1957.

Harry C. Dashiell
Examiner in Chancery

And thereafter, on the Twenty-eighth day of October, in the year Nineteen Hundred and Fifty-seven, there was filed in Court a Decree for Sale of Property, which said Decree is in the words following, to wit:

Alice Elzey, widow, et als	:	No. 7338 Chancery
vs.	:	In the Circuit Court for
Ernest Sudler	:	Somerset County, Maryland

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

It is thereupon this 28th day of October, 1957, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be, and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows; He shall first file in the office of the Clerk of the said Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by the said Clerk, in the penalty of One Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty-one days previous notice, inserted in some newspaper printed in said Somerset County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: Cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on the ratification of such sale by this Court, and on the payment of the whole purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustee shall bring into this Court the money arising on said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have appeared to discharged his trust.

E. McMaster Duer
Judge

And thereupon, on the Fifteenth day of November, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here, a Bond, which said Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of October, 1957.

WHEREAS, by a decree of the Circuit Court for Somerset County, Maryland, bearing date the 28th day of October, 1957, and passed in a cause in said Court pending wherein Alice Elzey, widow, et als, are the complainants and Ernest Sudler is the defendant, the same being No . 7338 on the Chancery Docket of said Court, the above named L. Creston Beauchamp was appointed Trustee, with power to sell th: lot of land in said cause decreed to be sold, and whereas, the said L. Creston Beauchamp is about the enter upon the execution of said trust;

NOW THE CONDITION of the above obligation is such that, if the above bounden L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)

MARYLAND CASUALTY COMPANY
BY L. C. Beauchamp
Attorney in Fact

CORPORATE SEAL

WITNESS:

Grace J. Barnes

The within Bond approved.
Grace J. Barnes

And thereafter, on the Fourth day of December, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here, a Report of Sale, Affidavit and Order Nisi, which said Report of Sale, Affidavit and Order Nisi are in the words following, to wit:

Alice Elzey, et als	:	No. 7338 Chancery
vs.	:	In the Circuit Court for
Ernest Sudler	:	Somerset County, Maryland

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, Trustee, in the above entitled cause, appointed by a decree of this Court dated October 28, 1957, to make sale of the real estate mentioned, respectfully shows:

That by virtue of the power and authority contained in said decree 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 decree, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said county and by handbill posted at the Court House door in said county, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Maryland, Tuesday, December 3, 1957, at the hour of 2:00 o'clock P. M. and then and there proceeded to sell at public auction the following described property mentioned in said decree, namely:

He offered all that tract or parcel of land situate, lying and being in East Princess Anne Election District, Somerset County, Maryland, bounded on the east by the old State Road leading from Loretta to Princess Anne, on the north by the land of Sam Hayman, on the west by the land of Joseph Dougherty and on the south by the land of E. M. Smith; containing fifteen acres of land more or less; being the same and all the land which was conveyed unto Samuel Dennis by Evergreen Ingersol and wife by deed dated April 3, 1907, recorded among the Land Records of said Somerset County in Liber S.P.D. No. 45, Folio 199, except ten acres which was conveyed unto Lewis S. Dennis and Rose B. Dennis, his wife, by the said Samuel Dennis by deed duly recorded among said Land Records, and sold the same to Louis G. Austin and Lilith E. Austin, his wife, at and for the sum of Twelve Hundred Dollars ($1200.00), they being the highest bidders therefor, which has been fully paid to the satisfaction of the trustee.

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

All of Which is respectfully submitted.

L. Creston Beauchamp
Trustee

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of December, 1957, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the Trustee mentioned in the aforegoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Grace J. Barnes
Clerk of Court

ORDER NISI

Alice Elzey, et als	:	No. 7338 Chancery
vs.	:	In the Circuit Court for
Ernest Sudler	:	Somerset County, Maryland

. . . . . .

Order by the Circuit Court for Somerset County, Maryland, in Equity, this 4th day of December, 1957, that the report of L. Creston Beauchamp, Trustee mentioned in the aforegoing 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 7th day of January, 1958; 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 January, 1958.

The report states the amount of sale to be Twelve Hundred Dollars ($1200.00).

Grace J. Barnes,
Clerk of Court

And thereafter, on the Nineth day of January, in the year Nineteen Hundred and Fifty-eight, there was filed in Court a Final Order, which said Final Order is in the words following, to wit:

Alice Elzey, et als	:	No. 7338 Chancery
vs.	:	In the Circuit Court for
Ernest Sudler	:	Somerset County, Maryland

. . . . . .

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 9th day of January, 1958, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported be and the same are hereby finally ratified and confirmed.

E. McMaster 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: Grace J Barnes ,Clerk

****

William H. James, Jr.
Undertaker
Princess Anne, Maryland

vs.

Oliver S. Smith and Viola Smith, his wife, 922 North 12th Street Philadelphia, Pennsylvania, James W. Smith and Lena Smith, his wife, Venton, Maryland, Annie Carr and Linwood Carr, Venton, Maryland, Ruby Smith and Smith his wife, 23 Hazel Street, Philadelphia, Pennsylvania, Carrie Winston and Willie Winston, her husband, Westminister Avenue, Philadelphia, Pennsylvania, Oliver Jones, Princess Anne, Maryland, Elaine Ballard, Venton, Maryland, Anna Ballard, Princess Anne, Maryland, and Franklin Jones, Princess Anne, Maryland

) Be it remembered that heretofore, to wit, on the
) First day of June, in the year Nineteen Hundred
) and Fifty-six, a certain L. Creston Beauchamp,
) Attorney, for and on behalf of William H. James, Jr.
) exhibited and filed in the Circuit Court here, a
) Bill of Complaint and Exhibit "A", which said Bill
) of Complaint and Exhibit "A" are in the words
) following, to wit:
)
)
)
)

William H. James, Jr.
Undertaker
Princess Anne, Maryland

vs.

Oliver S. Smith and Viola Smith, his wife, 922 North 12th Street Philadelphia, Pennsylvania, James W. Smith and Lena Smith, his wife, Venton, Maryland, Annie Carr and Linwood Carr, Venton, Maryland, Ruby Smith and Smith his wife, 23 Hazel Street, Philadelphia, Pennsylvania, Carrie Winston and Willie Winston, her husband, Westminister Avenue, Philadelphia, Pennsylvania, Oliver Jones, Princess Anne, Maryland, Elaine Ballard, Venton, Maryland, Anna Ballard, Princess Anne, Maryland, and Franklin Jones, Princess Anne, Maryland

: No. 7213 Chancery
:
: In the Circuit Court for
:
: Somerset County,
:
: Maryland
:
:
:
:
:
:

TO THE HONORABLE, THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND, IN EQUITY:

The bill of complaint of William H. James, Jr., of Somerset County, Maryland, who sues as well for himself as for all other creditors of Isaac J. Smith, late of Venton, Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

(1) That your orator is an undertaker and as such furnished a coffin and incurred other necessary expenses in the burial of the said Isaac J. Smith, which said funeral expenses amount to One Hundred Ninty-Eight Dollars ($198.00), as will more fully appear by reference to a sworn account thereof, filed as a part of this bill and marked Exhibit "A".

(2) That the said Isaac J. Smith, being so indebted as aforesaid unto your orator and also unto divers other persons, and having no personal estate of any value and upon which no administration was ever had, but having real estate of considerable value in West Princess Anne Election District, Somerset County, Maryland, containing one-fourth (¼) of an acre of land, more or less, departed this life on May 26, 1956, intestate, and leaving surviving him as his only heirs at law the following:

A son, Oliver S. Smith and Viola Smith, his wife, adults, of 922 North 12th Street, Philadelphia, Pennsylvania; a son, James W. Smith and Lena Smith, his wife, adults, of Venton, Somerset County, Maryland; a daughter, Annie Carr and Linwood Carr, her husband, adults, of Venton, Somerset County, Maryland; a son, Ruby Smith and Smith, his wife, adults, of 23 Hazel Street, Philadelphia, Pennsylvania; a daughter, Carrie Winston and Willie Winston, her husband, adults, of 4156 Westminister Avenue, Philadelphia, Pennsylvania; Oliver Jones, adult, of Princess Anne, Somerset County, Maryland, the surviving husband of Blanche Jones, a deceased daughter of the said Isaac J. Smith, deceased; a grandson, Franklin Jones, of Princess Anne, Somerset County, Maryland; a granddaughter, Elaine Ballard, of Venton, Somerset

County, Maryland; and a granddaughter, Anna Ballard, of Princess Anne, Somerset County, Maryland, all children of the said Blanche Jones, deceased.

(3) That there was no personal property upon which to administer and that your orator is informed and believes that the personal estate is not sufficient to discharge all just debts due and owing by the said Isaac J. Smith, at the time of his death, but he is advised that he is entitled to have the real estate sold to satisfy his debt and the other debts against the estate, but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

To the end therefore.

A. That the defendants named hereinafter may answer the several matters and things hereinbefore set forth.

B. That the aforesaid real estate or so much thereof as may be necessary, may be decreed to be sold for the payment of the aforesaid debt of your orator, and of the other creditors of the said deceased.

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

May it please your Honor to grant unto your orator the order of Publication giving notice to the said Oliver S. Smith and Viola Smith, his wife, of 922 North 12th Street, Philadelphia, Pennsylvania, Ruby Smith and Smith, his wife, of 23 Hazel Street, Philadelphia, Pennsylvania, and Carrie Winston and Willie Winston, her husband, of 4156 Westminister Avenue, Philadelphia, Pennsylvania, who are all adult non-residents of the State of Maryland, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause if any they have why a decree ought not to be passed as prayed; and, also, the writ of the State of Maryland of subpoena, directed to the said James W. Smith and Lena Smith, his wife, of Venton, Somerset County, Maryland, Annie Carr and Linwood Carr, her husband, of Venton, Somerset County, Maryland, Oliver Jones, Princess Anne, Somerset County, Maryland, Elaine Ballard, Venton, Somerset County, Maryland, Anna Ballard, Princess Anne, Somerset County, Maryland, and Franklin Jones, Princess Anne, Somerset County, Maryland, who are all adults, commanding them and each of them to be and appear in this Court, in person or by solicitor, on some certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Complainant

EXHIBIT "A"

WILLIAM H. JAMES, JR.
Funeral Director and Embalmer
Princess Anne, Md.
May 31, 1956

For Funeral of Isaac J. Smith

Casket	$250.00
Vault	$ 75.00
Embalming	$ 25.00
Other Services	$ 20.00
Expenses of Getting Money	$ 25.00
	$395.00
Amount paid	197.00
Balance Due	$198.00

William H. James, Jr.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 31st day of May, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally

appeared William H. James, Jr., who made oath in due form of law that the above is a true and correct statement of the amount due him, the said William H. James, Jr., for funeral services in connection with the burial of Isaac J. Smith, deceased, and that there is a balance due on said funeral expenses of $198.00 and is due and unpaid.

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

SEAL OF NOTARY

Alice Ann Catlin
Notary Public

And thereupon, on the First day of June, in the year Nineteen Hundred and Fifty-eight, the Order of Publication and Subpoenas were issued, which said Order of Publication and Subpoenas are in the words following, to wit:

William H. James, Jr. Undertaker Princess Anne, Md.	:	No. 7213 Chancery In the Circuit Court for
vs.	:	Somerset County, Maryland
Oliver S. Smith, et al	:	

. . . . . .

The object of this suit is to procure a decree for the sale of certain real estate in West Princess Anne Election District, Somerset County, Maryland, of which Isaac J. Smith, died seized and possessed.

The bill states that the said Isaac J. Smith departed this life on May 26, 1956, intestate, leaving no personal estate of any value, but leaving real estate of considerable value in West Princess Anne Election District, Somerset County, Maryland; that the plaintiff is an undertaker and as such furnished a coffin and incurred other necessary expenses in the burial of the said Isaac J. Smith, amounting to the sum of One Hundred Ninty-Eight Dollars ($198.00), which said sum being for funeral expenses and is a debt against the decedent; that the said Isaac J. Smith left surviving him as his only heirs at law a son, Oliver S. Smith and Viola Smith, his wife, a son, James W. Smith and Lena Smith, his wife, a daughter, Annie Carr and Linwood Carr, her husband, a son, Ruby Smith and Smith, his wife, a daughter, Carrie Winston and Willie Winston, her husband, Oliver Jones, the surviving husband of Blanche Jones, a deceased daughter of the said Isaac J. Smith, deceased, a grandson, Franklin Jones, a granddaughter, Elaine Ballard, a granddaughter, Anna Ballard, all children of the said Blanche Jones, deceased; that no administration was ever had on the personal estate of the said Isaac J. Smith, and that said personal estate is not sufficient to pay the costs of administration and the debts due and owing by the said Isaac J. Smith at the time of his death; that the said Oliver S. Smith and Viola Smith, his wife, Ruby Smith and Smith, his wife, and Carrie Winston and Willie Winston, her husband, are all adult non-residents of the State of Maryland; that the said James W. Smith and Lean Smith, her husband, are residents of Venton, Somerset County, Maryland, Annie Carr and Linwood Carr, her husband, are residents of Venton, Somerset County, Maryland, Oliver Jones, adult, is a resident of Princess Anne, Somerset County, Maryland, Elaine Ballard, adult, is a resident of Venton, Somerset County, Maryland, Anna Ballard adult, is a resident of Princess Anne, Somerset County, Maryland, and Franklin Jones, adult, is a resident of Princess Anne, Somerset County, Maryland.

It is thereupon, this 1st day of June, 1956, ordered by the Circuit Court for Somerset County, Maryland, in Equity, that the plaintiff, by causing a copy of this order to be published in some newspaper published in said Somerset County once in each of four successive weeks before the 2nd day of July, 1956, give notice to the said absent defendants, Oliver S. Smith and Viola Smith, his wife, adults, residing at 922 North 12th Street, Philadelphia, Pennsylvania, Ruby Smith and Smith, his wife, adults, residing at 23 Hazel Street, Philadelphia, Pennsylvania, and Carrie Winston and Willie Winston, her husband, adults, residing at 4156 Westminister Avenue, Philadelphia, Pennsylvania, of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before

the 18th day of July, 1956, to show cause, if any they have, why a decree ought not to be passed as prayed.

Benjamin L. Barnes
Clerk

THE STATE OF MARYLAND
SOMERSET COUNTY, to Wit:
SEAL

To James W. Smith and Lena Smith, his wife
Annie Carr and Linwood Carr
Venton, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of William H. James, Jr., Undertaker, Princess Anne, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of May Nineteen Hundred and Fifty-six.

Issued the 1st day of June, 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Maryland

Benjamin L. Barnes
Clerk

RETURN: "Summoned severally and copy of Subpoena , Bill and Exhibit "A" left with each defendant 6/4/56".

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:
SEAL

To James W. Smith and Lena Smith, his wife
Annie Carr and Linwood Carr
Venton, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of William H. James, Jr., Undertaker, Princess Anne, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland the 7th day of May Nineteen Hundred and Fifty-six. Issued the 1st day of June 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Maryland

Benjamin L. Barnes,
Clerk

RETURN: "Summoned severally and copy of Subpoena, Bill and Exhibit "A" left with each defendant 6/5/56".

THE STATE OF MARYLAND
SEAL SOMERSET COUNTY, TO WIT:

TO: Oliver Jones, Princess Anne, Maryland
Anna Ballard, Princess Anne, Maryland
Franklin Jones, Princess Anne, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of William H. James, Jr., Undertaker, Princess Anne, Maryland against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of May Nineteen Hundred and Fifty-six. Issued the 1st day of June, 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Maryland

Benjamin L. Barnes,
Clerk

RETURN: "Summoned Oliver Jones and Anna Ballard and copies of Bill and Exhibit "A" left with each defendant 6/4/56. Non Est as to Franklin Jones".

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:
SEAL

TO Elaine Ballard
Venton, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of William H. James, Jr., Undertaker, Princess Anne, Maryland against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of May Nineteen Hundred and Fifty-six. Issued the 1st day of June, 1956.

TO THE DEFENDANTS(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the timed named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Maryland

Benjamin L. Barnes
Clerk

RETURN: "Summoned and copy of Subpoena, Bill and Exhibit "A" left with defendant 6/4/56". And thereafter, on the Eleventh day of June, in the year Nineteen Hundred and Fifty-six, the Answer of Oliver Franklin Jones was filed in Court here, which said Answer is in the words following, to wit:

William H. James, Jr.
Undertaker
Princess Anne, Md.

vs.

Oliver S. Smith et al

: No. 7213 Chancery
: In the Circuit Court for
: Somerset County, Maryland

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Oliver Franklin Jones, one of the defendants in the above cause, respectfully represents:

That he is at the present time a private in the Signal Corp. of the United States Army, Company No. 206 Signal, stationed at Fort Gordon, Georgia; that he has read the attached copy of the bill of complaint asking for a sale of the real estate of his grandfather, Isaac J. Smith, to pay the funeral expenses; and that he, the said Oliver Franklin Jones, is perfectly willing that said real estate be sold for the payment of the funeral expenses; and that he, the said Oliver Franklin Jones, neither admits nor denies the matters and facts stated in the said bill of complaint but consents to the passage of such decree as this Court thinks proper.

And as in duty bound, etc.

Oliver Franklin Jones

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify that on this 8th day of June, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Oliver Franklin Jones, who made oath in due form of law that he is the defendant named in the said bill of complaint and that he has read said bill of complaint and made oath that the matters and facts stated in said bill of complaint are true as therein set forth.

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

Alice Ann Catlin
Notary Public

SEAL OF NOTARY

And thereafter, on the Seventeenth day of October, in the year Nineteen Hundred and Fifty-six, there was filed in Court here, a Petition for, Decree Pro Confesso and Order to take Testimony, which said Petition for, Decree Pro Confesso and Order are in the words following, to wit:

William H. James, Jr.

vs.

Oliver S. Smith, et als.

: No. 7213 Chancery
: In the Circuit Court for
: Somerset County, Maryland

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents that Franklin Jones, one of the defendants in the above cause, has filed his answer to the bill of complaint; that James W. Smith and Lena Smith, his wife, Annie Carr and Linwood Carr, her husband, Oliver Jones, Elaine Ballard and Anna Ballard, seven of the defendants mentioned in said bill, have been duly summoned to appear to the bill of complaint in the above cause and have failed to appear to or answer the same within the time required by the rules of this Court; and, that the order of publication heretofore passed in this cause has been published according to its provisions, and that Oliver S. Smith and Viola Smith, his wife, Ruby Smith and Smith, his wife, and Carrie Winston and Willie Winston, her husband, the six non-resident defendants named in said bill, have failed to appear to or answer said bill within the time required by said order.

The plaintiff therefore prays the Court to pass a decree pro confesso against the said adult non-answering defendants.

And, also, to pass an otder to take testimony in said cause.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for Plaintiff

It appearing in the above entitled cause that the defendants, James W. Smith and Lena Smith, his wife, Annie Carr and Linwood Carr, her husband, Oliver Jones, Elaine Ballard and Anna Ballard have been duly summoned to appear to the bill of complaint filed herein and have failed to appear to or answer said bill of complaint; and, that the order of publication heretofore passed in this cause, has been duly published and according to its provisions and that the said Oliver S. Smith and Viola Smith, his wife, Ruby Smith and Smith, his wife, and Carrie Winston and Willie Winston, her husband, the six non-resident defendants mentioned in said order of publication, have failed to appear to or answer said bill of complaint within the time required by said order;

It is, thereupon, this 17th day of October, 1956, upon the foregoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the bill of complaint in the above cause be, and the same is hereby taken pro confesso against the said defendants.

And it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

E. McMaster Duer
Judge

And thereafter, on the Twenty-first day of October, in the year Nineteen Hundred and Fifty-seven, Testimony was filed in Court here, which said Testimony is in the words following, to wit:

William H. James, Jr.	:	No. 7213 Chancery
vs.	:	In the Circuit Court for
Oliver S. Smith, et als.	:	Somerset County, Maryland

. . . . . .

In the above entitled cause, and order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, do hereby certify that on Monday, the 21st day of October, 1957, at the office of L. Creston Beauchamp, in Princess Anne, Maryland, I did take the following despositions, that is to say:

William H. James, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. William H. James, 61, Princess Anne, Md., Undertaker

Int. (2) Did you know Isaac J. Smith during his lifetime, is he living or dead, and if dead did you as an undertaker furnish the funeral necessities.

Ans. I knew Isaac J. Smith, who died in May, 1956, and as an undertaker I furnished the casket for $250.00, vault, $75.00, embalming $25.00 and professional services $20.00 and I had to spend $25.00 helping them to get the money, making a total of $395.00 of which $197.00 has been paid, leaving a balance of $198.00. No part of this $198.00 has been paid.

Int. (3) Do you know anything about what property Isaac left at his death?

Ans. He left a house and lot near Venton, which he purchased from Mr. Ernest White. The lot is about a quarter acre in size and the house is a very small two room house. I would think that the house and lot might be worth five or six hundred dollars. As far as I know, and I am quire sure that Isaac left no will and no widow but did leave several childred. Namely: A son Oliver, a son James, a daughter Annie Carr, a son, Ruby, a daughter, Carrie Winston, a son-in-law, Oliver Jones, surviving husband of Isaac's deceased daughter, Balnche, a grandson, Franklin Jones, a granddaughter, Elaine Ballard and another granddaughter, Anna Ballard, childred of Blanche Jones, deceased. All of these parties are over 21 years of age. There was never an administration on the estate of Isaac J. Smith.

Court question and answer: Nothing further.

TEST: William H. James, Jr.

Harry C. Dashiell
Exm.

Albert Rhock, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Albert Rhock, 44, Venton, Maryland, Campbell Soup Co., Salisbury, Maryland.

Int. (2) Did you know Isaac J. Smith in his lifetime, is he living or dead and if dead who are his heirs and what property did he leave?

Ans. I knew Isaac Smith, he is dead, having died in the Spring of 1956. He left no widow but the following childred: A son, Oliver S. Smith, who inter-married with Viola Smith, of 922 North 12th St., Philadelphia, Pa., a son James W. Smith, who inter-married with Lena Smith, Venton, Md., a son, Ruby Smith, who inter-married with Smith, of 23 Hazel St., Philadelphia, Pa., a daughter, Annie Carr who inter-married with Linwood Carr, of Venton, Somerset County, Maryland, a daughter, Carrie Winston, who inter-married with Willie Winston, of 4156 Westminister Ave., Philadelphia, Pa., Oliver Jones, of Princess Anne, Md., the surviving husband of Blanche Jones, a deceased daughter of Isaac J. Smith, deceased; a grandson, Franklin Jones, of Princess Anne, Somerset County, Maryland, a granddaughter, Elaine Ballard, of Venton, Somerset County, Md., and a granddaughter, Anna Ballard, of Princess Anne, Somerset County, Maryland, all childred of the said Blanche Jones, deceased. All of these parties are over the age of 21 years, and he left a small house and lot near Venton, worth about five or six hundred dollars. As there was no will this property goes to his childred I have named.

Court questions and answers: Nothing further.

Albert Rhock

TEST:

Harry C. Dashiell
Examiner in Chancery

There being no fruther witnesses produced to me to be examined, I herewith at the request of the plaintiff's solicitor return the above desposition to the Court and certify that all the requirements of General Equity Rule 28A have been complied with, and that the examiner's costs have been paid by the complainant.

Given under my hand and seal this 21st day of October, 1957.

Harry C. Dashiell (SEAL)
Examiner in Chancery

And thereafter, on the Twentieth day of November, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here a Decree for Sale of Property, which said Decree for Sale of Property is in the words following, to wit:

William H. James, Jr. Undertaker	:	No. 7213 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Oliver S. Smith, et als.	:	

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

It is thereupon this 20th day of November, 1957, by the Circuit Court for Somerset County, Maryland, In Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be, and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows; He shall first file in the office of the Clerk of the said Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by the said Clerk, in the penalty of five hundred dollars conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty-one days previous notice, inserted in some newspaper printed in said Somerset County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: Cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on the ratification of such sale by this Court, and on the payment of the whole purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the

purchaser or purchasers of said property, to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustee shall being into this Court the money arising on said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have appeared to discharged his trust.

At the time of advertising said sale the said trustee shall give notice to the creditors of Isaac J. Smith, deceased, to file their claims duly probated in the Office of the Clerk of the Circuit Court for said Somerset County, within sixty days from the date of said sale.

E. McMaster Duer
Judge

And thereupon, on the Sixteenth day of December, in the year Nineteen Hundred and Fifty-seven a Bond was filed in Court here, which said Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, L. Croston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of five hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 16th day of December, 1957, and passed in a cause in said Court pending wherein William H. James, Jr., Undertaker, is the complainant and Oliver S. Smith and others are the defendants, the same being No. 7213 on the Chancery Docket of said Court, the above named L. Creston Beauchamp was appointed Trustee, with power to sell the house and lot in said cause decreed to be sold, and whereas, the said L. Creston Beauchamp is about to enter upon the execution of said trust;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, IF THE ABOVE bounded L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be vodi, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principl

MARYLAND CASUALTY COMPANY
by

L. C. Beauchamp
Attorney in Fact

CORPORATE SEAL

Witness:
Alice C. Webster

The within Bond approved.
Grace J. Barnes, Clerk

And afterward, on the Seventeenth day of December, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here, Trustee's Report of Sale, Affidavit, Order Nisi and Final Order, which said Trustee's Report of Sale, Affidavit, Order Nisi and Final Order are in the words following, to wit:

William H, James, Jr. Undertaker	:	No. 7213 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Oliver S. Smith, et als.		

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, Trustee in the above entitled cause, appointed by a decree of this Court dated November 20, 1957, to make sale of the real estate mentioned, respectfully shows:

That by virtue of the power and authority contained in said decree 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 decree, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said County and by handbill posted at the Court House door in said County, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Maryland, on Tuesday, December 17, 1957, at the hour of 2:00 o'clock P.M. and then and there proceeded to sell at public auction the following described property mentioned in said decree, namely:

He offered all that lot or parcel of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, lying and binding on the southeast side of the county road leading from Venton to Monie Bridge, and beginning for the same on the said county road at the southeast corner of the land of Daniel Smith, thence running in a easterly direction, by and with the land of the said Daniel Smith, to a post set up; thence, in a southwesterly direction to another post; thence, in a northwesterly direction, by and with the land formerly owned by Louisa Smullen and husband to said county road; thence in a northerly direction to the place of beginning and containing one-fourth (¼) of an acre of land, more or less; the land hereby conveyed being the same and all the land which was conveyed to Isaac J. Smith by Daniel Smith, Surviving Trustee, by deed dated September 28, 1946, recorded among the Land Records of Somerset County, Maryland, in Liber No. 138, folio 187, and improved by a comfortable home and necessary out-buildings, and sold the same to Edwin B. Muir and Beatrice V. Muir, his wife, at and for the sum of Four Hundred Seventy-Five Dollars ($475.00), they being the highest bidder therefor, which has been fully paid to the satisfaction of the trustee.

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

All of which is respectfully submitted.

L. Creston Beauchamp
TRUSTEE

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of December, 1957, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the Trustee mentioned in the aforegoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Grace J. Barnes
Clerk of Court

ORDER NISI

William H. James, Jr.
Undertaker

vs.

Oliver S. Smith, et als.

: No. 7213 Chancery
: In the Circuit Court for
: Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 17 day of Dec., 1957, that the report of L. Creston Beauchamp, trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 16th day of January, 1958; provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 16th day of January, 1958.

The report states the amount of sale to be Four Hundred Seventy-Five Dollars ($475.00).

Grace J. Barnes
Clerk of Court

FINAL ORDER

William H. James, Jr. Undertaker	:	No. 7213 Chancery
	:	In the Circuit Court for
vs.	:	
Oliver S. Smith, et als	:	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 20th day of January, 1958, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported be and the same are hereby finally ratified and confirmed.

E. McMasterDuer
Judge

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

Per: Grace J. Barnes ,Clerk

****

September Term, 1955

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in September, being the 5th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-five.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge.
Hon. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.
Isaac H. Dorsey, Esq., Sheriff and Benjamin L. Barnes, Clerk

Edgar A. Jones, Ex Parte,) Be it remembered that heretofore to wit, on the
Assignee, under power contained in) Twenty-fifth day of July in the year, Nineteen
Mortgage from Leroy A. Briddell) hundred and fifty-five, a certain Edgar A. Jones,
to Rufus Briddell) Ex Parte, Assignee, of Somerset County and State of
_____) Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage and assignment of mortgage, which said original of Mortgage and Assignment are in the words following, to wit:

THIS MORTGAGE, Made this 19th day of January, in the year nineteen hundred and forty-three, by Leroy A. Briddell, of Somerset County, Maryland, witnesseth:

Whereas, the said Leroy A. Briddell is justly and bona fide indebted unto Rufus Briddell, of Baltimore City, Maryland, in the sum of one thousand dollars for money loaned, evidenced by the bill obligatory of the said Lreoy A. Briddell for said sum of One thousand dollars, dated evenly herewith, and payable to the said Rufus Briddell three years after date, with interest from date, payable semi-annually, and whereas for the purpose of securing the payment of said sum of one thousand dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, the said Leroy A. Briddell, widower, hereby grants and conveys unto the said Rufus Briddell, his heirs and assigns, all that tract or parcel of land situate, lying and being in Lawson Election District, Somerset County, Maryland, in the village of Marion, adjoining the lands of E. R. Coulbourn, and being Lot No. 2 on a plat of the land of the Marion Real Estate and Improvement Company filed with a deed from Gordon Tull and others to Alonso Murrell, recorded among the

land records of said Somerset County in Liber S. F. D. No. 53, folio 333; the land hereby conveyed being the same and all the land which was devised to the said Leroy Briddell by his wife, Mary B. Briddell, by her last will and testament, dated February 3, 1942, recorded among the testamentary records of said Somerset County in Liber F.E.D. No. 34 - 349.

To which said deed, plat and last will and testament, special reference is here made, as a part hereof, for full and accurate description of the property hereby conveyed.

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

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

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

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagor does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or L. Creston Beauchamp, his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 jurisiction 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 the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-hald the commission hereinbefore mentioned to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgage 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 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 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:
Geo. A. Green

Leroy A. Briddell (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19th day of January, in the year nineteen hundred and forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Leroy A. Briddell, the mortgagor named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be his true and lawful act and deed;

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

Geo. A. Green
Notary Public

SEAL OF NOTARY

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 19th day of January, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Rufus Briddell, the mortgagee named in the foregoing mortgage, and made oath in due form of law that th_ consideration mentioned in said mortgage is true and bona fide, as therein set forth.

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

STATE STAMP $1.00

J. Joseph Guemple
Notary Public

SEAL OF NOTARY

Received for record January 20, 1943 and recorded in Liber B.L.B. No. 119, Folio 494, one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk.

ASSIGNMENT

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

As witness my hand and seal this 22 day of July, 1955.

Witness: William A. Ellis

Rufus Briddell (SEAL)

And thereafter, on the Twenty-fifth day of July, in the year Nineteen Hundred and Fifty-five, a Military Affidavit was filed in Court here, which said Military Affidavit is in the words following, to wit:

Edgar A. Jones, Assignee of mortgage	:	No. 7108 Chancery
from Leroy A. Briddell to Rufus	:	In the Circuit Court for
Briddell, Ex Parte	:	Somerset County, Maryland

State of Maryland, Somerset County, to wit:

On this 25th day of July, 1955, before me, the undersigned officer, personally appeared Edgar A. Jones and made oath in due form of law, as follows: That the principal amount owing on the above mortgage is $1,000.00, with interest from January 19, 1943; that the defendant is not in the military service as hereinafter set forth and that he has not been in such military service within thirty days prior to the making of this affidavit, such military service referred to being as follows:

1. The military service of the United States of America or of the enlisted reserve corps thereof;
2. Ordered to report for induction under the Selective Training and Service Act of 1940 as amended;
3. The military service of any nation with which the United States of America may be allied in the prosecution of war.

And the said Edgar A. Jones further made oath in due form of law that he is agent of the mortgagee, duly authorized to make this affidavit.

Eunice Dashiell
Notary Public

SEAL OF NOTARY

And thereafter, on the Twenty-fifth day of July, in the year Nineteen Hundred and Fifty-five, there was filed in Court here, a Bond, which said Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Edgar A. Jones, of Somerset County and State of Maryland, and National Surety Corporation, a body corporate of the State of New York, 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 or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of July, in the year nineteen hundred and fifty-five.

Whereas, by mortgage dated January 19, 1943, recorded among the Land Records of Somerset County in Liber B.L.B. No. 119, folio 494, Leroy A. Briddell conveyed to Rufus Briddell certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas, the said Edgar A. Jones, Assignee, by virtue of the power and authority contained in said mortgage is authorized, upon default, to sell the property conveyed by said mortgage; and whereas, default has occurred in the terms and conditions of said mortgage and the said Edgar A. Jones is about to exercise the power of sale in said mortgage contained;

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

Edgar A. Jones (SEAL)

National Surety Corporation
By Edgar A. Jones
Attorney in Fact

CORPORATE SEAL

Witness: Eunice Dashiell

The within Bond approved.
Benjamin L. Barnes, Clerk

And thereafter, on the Twenty-second day of August, in the year Nineteen Hundred and Fifty-five, there was filed in Court here a Report of Sale and Distribution, Affidavit and Order Nisi, which said Report of Sale and Distribution, Affidavit and Order Nisi are in the words following, to wit:

Edgar A. Jones, Assignee of Mortgage	:	No. 7108 Chancery
from Leroy A. Briddell to Rufus	:	In the Circuit Court for
Briddell, Ex Parte	:	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 Leroy A. Briddell to Rufus Briddell, dated January 19, 1943 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 119, folio 494, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in The Crisfield Times, 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 in front of the Post Office at Marion Station, Somerset County, Maryland, on the 20th day of August, 1955, at or about the hour of 10:00 o'clock A. M., and then and there proceeded to sell the property described in said mortgage, to wit:

All that tract or parcel of land situate, lying and being in Lawsons Election District, Somerset County, Maryland, in the village of Marion, adjoining the lands of E. R. Coulbourn, and being Lot No. 2 on a plat of the land of the Marion Real Estate and Improvement Company filed with a deed from Gordon Tull and others to Alonso Murrell, recorded among the Land Records of Somerset County in Liber S.F.D. No. 53, folio 333; the land above described being the same and all the land which was devised to the said Leroy Briddell by his wife, Mary B. Briddell, by her last will and testament, dated February 3, 1942, recorded among the Testamentary Records of Somerset County in Liber F.E.D. No. 34, folio 349, and sold the same to Rufus Briddell at and for the sum of twelve hundred dollars ($1200.00), he being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale and your trustee has distributed the proceeds, as follows:

Total sales			$1,200.00
To The Crisfield Times, Advertising and Order Nisi		$34.00	
To Premium on Bond		10.00	
To Clerk of the Circuit Court for costs		28.00	
To Auctioneer		15.00	
To Solicitor		25.00	
To Carlos Bozman, Collector of State and County Taxes		37.25	
To insurance premium		14.35	
To Assigne_ as commissions		99.00	
To Balance to be credited on mortgage debt		937.40	1,200.00
Total mortgage debt, principal	$1000.00		
Interest	755.00		
	$1755.00		
Less credit by sale	937.40		
	$ 817.60		

Respectfully submitted,

Edgar A. Jones
Assignee

AFFIDAVIT

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 22nd day of August, in the year nineteen hundred and fifty-five, 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 aforegoing 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.

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

Eunice Dashiell
Notary Public

SEAL OF NOTARY

ORDER NISI

Edgar A. Jones, Assignee of Mortgage from Leroy A. Briddell to Rufus Briddell, Ex Parte	:	No. 7108 Chancery In the Circuit Court for Somerset County, Maryland

Ordered this 22nd day of August, in the year nineteen hundred and fifty-five, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Edgar A. Jones, Assignee named in the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th day of September, 1955, provided a copy of this order be inserted in some newspaper in said Somerset County once in each of four successive weeks before the 24th day of September, 1955.

The report states the amount of sales to be $1,200.00.

Benjamin L. Barnes
Clerk of the Circuit Court

And thereafter, on the Thirtieth day of September, in the year nineteen hundred and fifty-five, a Final Order was filed in Court here, which said Final Order is in the words following, to wit:

Edgar A. Jones, Assignee of Mortgage from Leroy A. Briddell to Rufus Briddell, Ex Parte	:	No. 7108 Chancery In the Circuit Court for Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, in Equity, this 30 day of September, in the year nineteen hundred and fifty-five, that the sale of the real estate mentioned in these proceedings made and reported by Edgar A. Jones, Assignee mentioned in said mortgage, and the distribution of the proceeds therein, 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.

E. McMaster 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: Grace J. Barnes, Clerk

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in September, being the 3rd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-eight.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge.

Hon. E. McMaster Duer, Associate Judge.

Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

E. Walter Long, Robert Chamberlain, Myrtle Lankford Todd, W. Hopkins Fisher, Allen T. Long, Eugene Wharton, and Boyd Brittingham, constituting the Somerset County Welfare Board

vs.

Marvin Jones, Deal Island, Md., Louise Roberts, 300 Delaware Ave., Salisbury, Md., Goldie Williams, Eden, Md., Ornetta Dashiell, 728 Dennis Street, Salisbury, Md., Thelma Lee Jones, 300 Delaware Ave., Salisbury, Md., Althea Handy, Spring Hill Road, Salisbury, Md., Romane Jones, Deal Island, Md., Shirley Jones, Deal Island, Md., and Norman Jones, Deal Island, Md.

) Be it remembered that heretofore to wit, on
) Sixth day of August, in the year Nineteen
) hundred and fifty-eight, a certain Harry C.
) Dashiell, Attorney, of Somerset County and
) State of Maryland, exhibited and filed in
) the Circuit Court here, a Bill of Complaint
) and Exhibits "A" and "B", which said Bill
) of Complaint and Exhibits "A" and "B" are
) in the words following, to wit:

E. Walter Long, Robert Chamberlain, Myrtle Lankford Todd, W. Hopkins Fisher, Allen T. Long, Eugene Wharton and Boyd Brittingham, constituting the Somerset County Welfare Board

vs.

Marvin Jones, Deal Island, Md.
Louise Roberts, 300 Delaware Ave., Salisbury, Md.
Goldie Williams, Eden, Md.
Ornetta Dashiell, 728 Dennis Street, Salisbury, Md.
Thelma Lee Jones, 300 Delaware Ave., Salisbury, Md.
Althea Handy, Spring Hill Road, Salisbury, Md.
Romane Jones, Deal Island, Md.
Shirley Jones, Deal Island, Md.
Norman Jones, Deal Island, Md.

: No. 7345 Chancery
:
: In the Circuit Court
:
: For Somerset County
:
: In Equity
:
:

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of E. Walter Long, et. al. constituting the Somerset County Welfare Board, who sue for themselves as for all of the creditors of Emma H. Jones and James H. Jones, her husband, both late of Somerset County, deceased, who will come in and contribute to the expenses of this suit respectfully says:

FIRST: That your orators, The Somerset County Welfare Board, is an agency for the purpose of distributing old age assistance and as such furnished aid to the said Emma H. Jones in her life time in the total amount of $4,279.31 and of this total amount the sum of $644.77 was paid by the Wicomico County Welfare Board, and to James H. Jones in his life time in the total amount of $776.65 as is shown by the statement of said payment prepared by the Somerset County Welfare Board and marked "Exhibit A".

SECOND: That the said Emma H. Jones and James H. Jones being so indebted as aforesaid unto your orator and unto divers other persons, departed this life prior to the filing of this Bill of Complaint both intestate and leaving the following children and grandchildren surviving them. That the said James H. Jones died in the year 1944 and that the said Emma H. Jones departed this life in the month of June, 1957 and that their heirs at law are the following children and grandchildren: namely, a son, the defendant, Marvin Jones, an adult who resides on Deal Island, in Somerset County, Maryland; a daughter, the defendant, Louise Roberts, an adult who resides at 300 Delaware Avenue, Salisbury, Maryland; a daughter, the defendant, Goldie Williams, an adult who resides at Eden, Somerset County, Maryland; and the said deceased also had another son, Leonard Jones, who died before the death of his mother

leaving surviving him the following childred, namely; a daughter, Ornetta Dashiell, an adult who resides at 728 Dennis Street, Salisbury, Maryland; a daughter, Thelma Lee Jones, an adult who resides at 300 Delaware Avenue, Salisbury, Maryland; a daughter, Althea Handy, an adult who resides on Spring Hill Road near Salisbury, Maryland; a daughter, Shirley Jones, an adult who resides at Deal Island, Maryland; and a daughter, Romane Jones, an infant, who resides at Deal Island, Maryland; and a son, Norman Jones, an infant, who resides at Deal Island, Somerset County, Maryland. And all of the said children of the said Leonard Jones, deceased, are defendants in this cause.

THIRD: That the said Emma H. Jones was in her lifetime and at the time of her death deized and possessed of valuable real estate in Deal Island Election District, Somerset County, Maryland and which said real estate was conveyed to the said Emma H. Jones by Norma Morris, et al by deed dated 7-10-1946 and recorded among the land records of said Somerset County in Liber BLB No. 136 Folio 383.

FOURTH: That the said Emma H. Jones and James H. Jones at the time of their death has no personal estate of any kind and no administration has ever been granted thereon.

TO THE END THEREFORE:

(a) That the defendants herein may answer the several matters and thigs herein before set forth.

(b) that the aforesaid real estate or so much thereof as may be ecessary for the purpose of the payment of the aforesaid debts due and owing to your orators and to other creditors may be sold.

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

May it please your Honor to grant unto your orators the writ of sub-poena directed to the said Marvin Jones, an adult, Romane Jones, a minor, Shirley Jones, an adult, and Norman Jones, a minor all residing on Deal Island in said Comerset County, Maryland and to Goldie Williams, an adult residing at Eden, Somerset County, Maryland and unto Louise Roberts, an adult residing at 300 Delaware Avenue, Salisbury, Maryland; Ornetta Dashiell, an adult residing at 728 Dennis Street, Salisbury, Maryland; Thelma Lee Jones, an adult residing at 300 Delaware Avenue, Salisbury, Maryland; and to Alathea Handy, an adult residing on the Spring Hill Road near Salisbury, Wicomico County, Maryland, commanding the said defendants and each of them to be and appear in this Court, in person or by solicitor, at some certain date to be named therein to show cause, if any, why a decree ought not to be passed as prayed.

And as in duty bound etc.

Harry C. Dashiell, Solicitor for Complainant

EXHIBIT "A"

SOMERSET COUNTY WELFARE BOARD
PRINCESS ANNE, MARYLAND

James H. Jones - Deal Island, Md. Case #556

GPA		OAA					
1936		1937		1938		1939	
3/3	$5.15	7/27	$15.00	1/19	7.50	1/21	7.50
3/16	6.85	8/24	15.00	2/21	7.50	2/21	7.50
	12.00	9/21	15.00	3/21	7.50	3/21	7.50
4/2	6.85	10/19	15.00	4/25	7.50	4/21	7.50
	18.85	11/19	15.00	5/21	7.50	5/22	7.50
		12/21	15.00	6/17	7.50	6/15	7.50
			90.00	7/27	7.50	7/21	7.50
				8/22	7.50	8/21	7.50
				9/21	7.50	9/21	7.50
				10/21	7.50	10/23	7.50
				11/21	7.50	11/21	7.50
				12/21	7.50	12/21	7.50
					90.00		90.00

1940	
1/22	7.50
2/23	7/50
3/21	7.50
4/22	7.50
5/22	7.50
6/21	7.50
7/29	7.50
8/21	7.50
9/21	7.50
10/22	7.50
11/22	7.50
12/21	7.50
	90.00

1941	
1/28	7.50
2/21	7.50
3/21	9.95
4/22	9.95
5/24	9.95
6/21	9.95
7/23	9.95
8/23	9.95
9/22	9.95
10/23	9.95
11/25	9.95
12/23	9.95
	114.50

1942	
1/22	9.95
2/21	9.95
3/20	9.95
4/21	9.95
5/22	9.95
6/22	9.95
7/24	9.95
8/25	9.95
9/23	9.95
10/24	9.95
11/25	9.95
12/23	9.95
	119.40

1943	
1/21	9.95
2/20	9.95
3/26	9.95
4/22	9.95
5/21	9.95
6/21	9.95
7/24	9.95
8/19	9.95
9/23	9.95
10/22	9.95
11/22	9.95
12/20	9.95
	119.40

1944	
1/21	9.95
2/21	9.95
3/21	9.95
4/21	9.95
5/20	9.95
6/22	13.60
	63.35

1936
1937
1938
1939
1940
1941
1942
1943
1944

18.85 - GPA
90.00
90.00
90.00
114.50
119.40
119.40
63.35
795.50 - Total
-18.85 - GPA
776.65 - OAA

EXHIBIT "B"

SOMERSET COUNTY WELFARE BOARD
PRINCESS ANNE, MARYLAND

EMMA H. JONES - Deal Island & Salisbury — Case #556

OLD AGE ASSISTANCE

1938	
1/17	$7.50
2/21	7.50
3/21	7.50
4/25	7.50
5/21	7.50
6/17	7.50
7/27	7.50
8/22	7.50
9/21	7.50
10/21	7.50
11/21	7.50
12/21	7.50
	90.00

1939	
1/21	7.50
2/21	7.50
3/21	7.50
4/21	7.50
5/22	7.50
6/15	7.50
7/21	7.50
8/21	7.50
9/21	7.50
10/23	7.50
11/21	7.50
12/21	7.50
	90.00

1940	
1/22	7.50
2/23	7.50
3/21	7.50
4/22	7.50
5/22	7.50
6/21	7.50
7/29	7.50
8/21	7.50
9/21	7.50
10/22	7.50
11/22	7.50
12/21	7.50
	90.00

1941	
1/27	$7.50
2/21	7.50
3/21	9.95
4/22	9.95
5/24	9.95
6/21	9.95
7/23	9.95
8/23	9.95
9/22	9.95
10/23	9.95
11/25	9.95
12/23	9.95
	114.50

1942	
1/22	9.95
2/21	9.95
3/21	9.95
4/21	9.95
5/20	9.95
6/22	13.60
7/21	13.60
8/24	13.60
9/21	13.60
10/20	13.60
11/21	13.60
12/20	13.60
	144.95

1943	
1/21	9.95
2/20	9.95
3/26	9.95
4/22	9.95
5/21	9.95
6/21	9.95
7/21	16.50
8/21	16.50
9/21	16.50
10/22	16.50
11/23	16.50
12/21	16.50
	180.60

1946	
1/23	16.50
2/21	16.50
3/21	15.40
4/22	15.40
5/21	15.40
6/21	15.40
7/22	15.40
8/22	15.40
9/23	15.40
10/21	15.40
11/22	19.65
12/20	19.65
	195.50

1947	
1/22	19.65
2/21	19.65
3/21	19.65
4/22	19.65
5/22	19.65
6/23	19.65
7/29	19.80
8/25	19.80
9/22	19.80
10/23	19.80
11/21	19.80
12/18	19.80
	236.70

1948	
1/20	19.80
2/20	19.80
3/20	19.80
4/22	19.80
5/18	19.80
6/18	19.80
7/16	19.80
8/17	19.80
9/17	19.80
10/18	19.80
11/16	19.80
12/15	19.80
	237.60

1949	
1/18	19.80
2/16	23.30
3/15	23.30
4/14	23.30
5/16	23.30
6/15	23.30
7/15	23.30
8/15	23.30
9/16	23.30
10/14	23.30
11/15	23.30
12/15	23.30
	276.10

EMMA H. WHITE - Deal Island & Salisbury

Case #556

OLD AGE ASSISTANCE

1950		1951		1952		1953	
1/16	$23.50	1/15	21.75	1/15	26.25	1/15	26.25
2/15	23.50	2/15	27.50	2/15	26.25	2/16	26.25
3/15	23.50	3/15	27.50	3/14	26.25	3/16	26.25
4/17	23.50	4/15	27.50	4/15	26.25	4/15	26.25
5/15	23.50	5/15	27.50	5/15	26.25	5/15	26.25
6/15	23.50	6/15	23.00	6/13	26.25	6/15	26.25
7/17	21.75	7/16	23.00	7/15	26.25	7/15	21.93
8/15	21.75	8/15	23.00	8/15	21.50	8/14	21.93
9/15	21.75	9/17	23.00	9/15	26.25	9/15	21.93
10/16	21.75	10/15	23.00	10/15	26.25	10/15	26.25
11/15	21.75	11/15	23.00	11/14	26.25	11/16	26.25
12/15	21.75	12/14	23.00	12/15	26.25	12/15	26.25
	271.50		292.75		310.25		302.04

1954		1955	
1/15	26.25	1/14	26.25
2/15	26.25	2/15	27.75
3/15	26.25	3/15	27.75
4/15	26.25	4/15	27.75
5/14	26.25	5/13	27.75
6/15	26.25	6/15	27.75
7/15	26.25	7/15	27.75
8/16	26.25	8/15	27.75
9/15	26.25	9/15	27.75
10/15	26.25		248.25
11/15	26.25		
12/15	26.25		
	315.00		

TOTALS	
$ 90.00	
90.00	
90.00	
114.50	
119.40	
119.40	
144.95	
180.60	
195.50	
236.70	
237.60	
276.10	
271.50	
292.75	
310.25	
302.04	
315.00	
248.25	
$ 3634.54	- Old Age Assistance from Somerset County Welfare Board
644.77	- Old Age Assistance from Wicomico County Welfare Board
$ 4279.31	- Total assistance received.

July 19, 1957

WICOMICO COUNTY WELFARE BOARD
Salisbury, Md.

Old Age Assistance
Paid to: Emma H. Jones
Delaware Ave.
Salisbury, Md.

Case #8052

Date Paid	Amount
10/14/55	$ 26.25
11/15/56	26.25
12/15/55	26.25
1/13/56	26.25
2/15/56	26.25
3/15/56	26.25
4/13/56	26.25
5/15/56	32.93
6/15/56	32.93
7/13/56	32.93
8/15/56	32.93
9/14/56	32.93
10/15/56	32.93
11/15/56	32.93
12/14/56	32.93
1/15/57	32.93
2/15/57	32.93
3/15/57	32.93
4/15/57	32.93
5/15/57	32.93
6/14/57	32.93
TOTAL	$ 644.77

WICOMICO COUNTY WELFARE BOARD
M. Beatrice Pryor, Director

* * * * * * * * * * *

STATE OF MARYLAND, WICOMICO COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of July, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County, duly commissioned and qualified, personally appeared M. Beatrice Pryor and acknowledged the foregoing statement to be her act and deed.

WITNESS MY HAND AND Notarial Seal.

Emily H. Payne
Notary Public

SEAL OF NOTARY.

And thereupon, on the Sixth day of August, in the year Nineteen hundred and fifty-seven, Subpoenas were issued for the defendants, which said Subpoenas with their returns thereon, are in the words following, to wit:

THE STATE OF MARYLAND (SEAL)
SOMERSET COUNTY, TO WIT:

To Marvin Jones, Deal Island, Maryland
Goldie Williams, Deal Island, Maryland
Shirley Jones, Deal Island, Maryland

GREETINGS:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of E. Walter Long, Robert Chamberlain, Myrtle Lankford Todd, W. Hopkins Fisher, Allen T. Long, Eugene Wharton and Boyd Brittingham, constituting the Somerset County Welfare Board, Princess Anne, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Cheif Judge of the First Judicial Circuit of Maryland, the 1st day of July Nineteen Hundred and Fifty-seven. Issued the 6th day of August 1957.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(w) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes
Clerk

RETURN: Summoned Marvin Jones and Shirley Jones and copy of Subpoena and Bill left with each; Non Est as to Goldie Williams 8/9/57.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: (SEAL)

To Louise Roberts, 300 Delaware Ave., Salisbury, Maryland
Ornetta Dashiell, 728 Dennis Street, Salisbury, Maryland
Thelma Lee Jones, 300 Delaware Ave., Salisbury, Maryland
Althea Handy, Spring Hill Road, Salisbury, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of E. Walter Long, Robert Chamberlain, Myrtle Lankford Todd, W. Hopkins Fisher, Allen T. Long, Eugene Wharton, and Boyd Brittingham, constituting the Somerset County Welfare Board, Princess Anne, Maryland., against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 1st day of July Nineteen Hundred and Fifty-seven. Issued the 6th day of August 1957.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or

make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes
Clerk

RETURN: Summoned Louise Roberts, Ornetta Dashiell, Velma Lee Jones and Althea Handy and copy of Subpoena and Petition left with each, this 12th day of August, 1957.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: (SEAL)

To Romane Jones, Infant, Deal Island, Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of E. Walter Long, Robert Chamberlain, Myrtle Lankford Todd, W. Hopkins Fisher, Allen T. Long, Eugene Wharton, and Boyd Brittingham, constituting the Somerset County Welfare Board, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 1st day of July Nineteen Hundred and Fifty-seven. Issued the 6th day of August 1957.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Percnal Attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solibitor(s) for Compalinant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes
Clerk

RETURN: "Summoned Romane Jones, Infant and copy of subpoena and Bill of Complaint left with him 8/9/57. Also copy of Subpoena and Bill of Complaint left with Elisabeth Jones, Mother of said Romane Jones 8/9/57".

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: (SEAL)

To Norman Jones, Infant, Deal Island, Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of E. Walter Long, Robert Chamberlain, Myrtle Lankford Todd, W. Hopkins Fisher, Allen T. Long, Eugene Wharton and Boyd Brittingham, constituting the Somerset County Welfare Board against you exhibited in the Circuit Court for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 1st day of July Nineteen Hundred and Fifty-seven. Issued the 6th day of August 1957.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Maryland

Benjamin L. Barnes,
Clerk

RETURN: "Summoned Norman Jones, infant and copy of Subpoena and Bill of Complaint left with him 8/9/57. Also copy of Subpoena and Bill of Complaint left with Elizabeth Jones, Mother of said Norman Jones 8/9/57".

And thereafter, on the 23rd day of September, in the year Nineteen Hundred and Fifty-seven, and Order to renew as to Goldie Williams was filed in Court here, and the following Subpoena was issued.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: (SEAL)

To Goldie Williams
Allen, Wicomico County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of October next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Somerset County Welfare Board against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of September Nineteen Hundred and Fifty-seven. Issued the 23rd day of September 1957.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal Attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Md.

Benjamin L. Barnes
Clerk

RETURN: Summoned Goldie Williams and copy of Subpoena, Bill of Complaint, Exhibits A & B and Affidavit left with her, this 25th day of September, 1957.

And thereafter, on the Fifth day of November, in the year Nineteen Hundred and Fifty-seven, a Petition for Decree Pro-confesso, Order of Court thereon and Order appointing Special Examiner were filed in Court here, which said Petition and Orders are in the words following, to wit:

E. Walter Long et. al Somerset County Welfare Board	:	No. 7345 Chancery
	:	In the Circuit Court
Vs.	:	For Somerset County
Marvin Jones et. al.	:	In Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

In the above entitled cause, it appearing that the defendants, Marvin Jones, Louise Roberts, Goldie Williams, Ornetta Dashiell, Thelma Lee Jones, Althea Handy, and Shirley Jones have all been duly summonsed to appear to said Bill of Complaint but have failed to appear and answer as required by law.

The complainants therefore pray your Honors to pass or order or decree taking said Bill of Complaint pro-confesso against said defendants, who have been duly summonsed to appear but have failed to appear and answer as above set forth and also pass an order appointing a Special Examiner to take the deposition in said cause.

And as in duty bound, etc.

Harry C. Dashiell
Solicitor for Complainant

ORDER OF COURT

Upon the above petition it is hereby ordered this 4 day of November, 1957 by the Circuit Court for Somerset County in Equity that the said Bill of Complaint be and the same is hereby taken pro-confesso against the said respondents, Marvin Jones, Louise Roberts, Goldie Williams, Ornetta Dashiell, Thelma Lee Jones, Althea Handy and Shirley Jones who have been duly summonsed to appear but have failed to appear and answer as required by law.

And it is further ordered that Hazel B. Turkington be and she is hereby appointed Special Examiner to take the depositions in the above entitled cause since it appears that Harry C. Dashiell the Regular Examiner of this Court is the Solicitor for the complainants in this cause.

E. McMaster Duer
Judge

And thereafter, on the Fifth day of November, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here, a Petition, Order of Court appointing guardian ad litem and Answer, which said Petition, Order of Court and Answer are in the words following, to wit:

E. Walter Long et al Somerset County Welfare Board	:	No. 7345 Chancery
	:	in the Circuit Court
Vs.	:	for Somerset County
Marvin Jones et al	:	in Equity

It appearing in the above entitled cause that the respondents Romane Jones, an infant, and the respondent Norman Jones, an infant, have been duly summonsed to appear in said cause and being infants and under the age of 21 years, they cannot appear and answer as required by law.

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

And as in duty bound.

Harry C. Dashiell
Solicitor for Complainants

ORDER OF COURT

In the above entitled cause, it is this 4th day of November, 1957 by the Circuit Court for Somerset County in Equity, ordered that Leona Benton be and she is hereby appointed guardian-ad-litem to appear and answer for the said Romane Jones and Norman Jones, infants in the above entitled cause.

E. McMaster Duer
Judge

ANSWER

The answer of Leona Benton, guardian-ad-litem duly appointed by this Honorable Court to appear and answer for said infant respondents, respectfully represents:

That the said Romane Jones and Norman Jones, both being infants cannot appear and answer in this cause but the said infants hereby submit their rights to the protection of this Honorable Court and consent to the passage of such a decree as may be right and proper in the premises.

Leona Benton

And thereafter, on the Fifteenth day of November, in the year Nineteen Hundred and Fifty-seven there was filed in Court here, Depositions, which said Depositions are in the words following, to wit:

Somerset County Welfare Board	:	No. 7345 Chancery
vs.	:	In the Circuit Court for
Marvin Jones, et al	:	Somerset County in Equity

. . . . . .

In the above entitled cause, I, Hazel B. Turkington, Special Examiner, duly appointed by this Honorable Court, do hereby certify that at the law office of Harry C. Dashiell in Princess Anne, Maryland on November_____, 1957 I did take the following depositions, that is to say:

Elizabeth W. Hall, a witness of lawful age, being first duly sworn deposing says:

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

Ans. My name is Elizabeth W. Hall, my age is 40, I live at Crisfield, Maryland and I am Director of the Somerset County Welfare Board.

Int. 2. Do you know the parties to this suit and if so where do they reside?

Ans. I know the plantiffs who are the members of the Somerset County Welfare Board. The defendants in this suit as I understand it are the children and grandchildren of Emma H. Jones. I did know her but the only one of her family that I knew was her daughter with whom she lived in Salisbury. The other members of the family I do not know.

Int. 3. Did you know Emma H. Jones and James H. Jones in their lifetime?

Ans. I knew Emma H. Jones but I did not know her husband, James H. Jones, Apparently he died in 1944 and that was before I was Director or held my present position with the Somerset County Welfare Board.

Int. 4. As far as you know did Emma H. Jones and John H. Jones die intestate and who are the heirs at law.

Ans. My understanding is that neither of these people left a will. James H. Jones died first about 1944 and Emma H. Jones died at the home of her daughter in Salisbury in June 1957. As I stated before I did not know the members of the family. I do know she left several children and left a deceased son who had children but I cannot state who these parties are. I know some of them live on Deal Island and the others live in Salisbury or Wicomico County, Maryland.

Int. 5. Please state what connection you had with Emma H. Jones or James H. Jones in their lifetime.

Ans. The Somerset County Welfare Board gave old age assistance to both of these parties in their lifetime. Emma H. Jones received assistance from January 17, 1938 until September 15, 1955 from the Somerset County Welfare Board and from the Wicomico County Welfare Board she received old age assistance beginning October 14, 1955 until the month of her death, June 14, 1957. James H. Jones received old age assistance from July 27, 1937 until June 22, 1944 all from the Somerset County Welfare Board. He received a total of $776.65 and Emma H. Jones received a total of $3634.54 from the Somerset County and from the Wicomico County Welfare Board $644.77 making a total in old age assistance of $4279.31.

Int. 6. Has any part of the claims about which you have testified been paid back?

Ans. No, no part has been repaid.

Int. 7. What knowledge do you have of the real estate owned by these parties.

Ans. According to the land records of Somerset County, they owned real estate on Deal Island at the time of their death. I think the real estate was in the name of Emma H. Jones but beyond this I have never been to the property and do not know anything about it.

Court Question and Answer:

There is nothing further that I know about this case.

Elizabeth W. Hall

Test:

Hazel B. Turkington

Melvin White, a witness of Lawful age, being first duly sworn, deposing says:

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

Ans. My name is Melvin White, I am 57 years old, I live at Deal Island, Maryland and I am a school bus driver.

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

Ans. I know some of the members of the Somerset County Welfare Board. They are the plaintiffs. I know all of the defendants and they live either on Deal Island or in Wicomico County. For the most part, the defendants are my neighbors on Deal Island.

Int. 3. Did you know Emma H. Jones and James H. Jones in their lifetime? If yes, are they living or dead and when did they die?

Ans. Yes, I knew Emma H. Jones and James H. Jones all my life because they were my neighbors on Deal Island. James H. Jones died in the year 1944 and his wife, Emma H. Jones, died in the month of June in 1957.

Int. 4. Please state whether or not these parties died intestate and who are their heirs at law.

Ans. As far as I know neither of them left a last will and testament and in fact, I do not think either of them did. Their heirs at law are children and grandchildren as follows, namely: a son, the defendant, Marvin Jones, an adult who lives on Deal Island; a daughter, the defendant, Louise Roberts, an adult who lives at 300 Delaware Avenue, Salisbury Maryland; a daughter, the defendant, Goldie Williams, and I understand she is now living at or near Allen, Wicomico County, Maryland. Emma H. Jones and her husband also had another son, Leonard Jones, who died before the death of his mother leaving surviving him the following children: a daughter, Ornetta Dashiell, who is an adult and who resides at 723 Dennis St., Salisbury, Maryland; a daughter, Thelma Lee Jones, an adult who lives at 300 Delaware Avenue, Salisbury, Maryland; a daughter, Althea Handy, an adult who resides on the Spring Hill Road near Salisbury; a daughter, Shirley Jones, an adult residing at Deal Island; a daughter, Romane Jones, an infant under the age of 21 who lives on Deal Island; and a son, Norman Jones, who is a minor and lives on Deal Island. All of these said children of Leonard Jones are defendants in this cause.

Int. 5. Please state what real estate, if any, was owned by the said Emma H. Jones or James H. Jones in Somerset County and describe it and state its value.

Ans. Emma H. Jones, at the time of her death, owned real estate on Deal Island. This property is on a private road leading in from the County road near the colored church. It is bounded by the lands of Willie Jones, The Frank Milbourne property, and my property. It contains about_____acres more or less. This property was conveyed to Emma H. Jones by Norma Morris et al. by deed dated July 10, 1946 and recorded in Liber BLB No. 136 Folio 383 among the land records of Somerset County. It is improved by a two story frame dwelling in fair condition and in my opinion is worth about six hundred dollars.

Int. 6. Please state whether or not Emma H. Jones and James H. Jones had any personal estate at the time of their death.

Ans. They had no personal property and no administration was ever granted on the estate.

Court Question and Answer:

Ans. There is nothing further I wish to say.

Test: Melvin White

Hazel B. Turkington

There being no further witnesses produced to me to be examined I herewith, at the request of the Plaintiff's Solicitor, return the above depositions to Court closed under my hand and seal and certify that the annexed statement of cost is correct.

Given under my hand and seal this _____day of November, 1957.

Hazel B. Turkington (seal)
Special Examiner

Bill of Cost, Hazel B. Turkington,
Special Examiner, $10.00

And thereafter, on the Eighteenth day of December, in the year Nineteen Hundred and Fifty-seven, a Decree was passed, which said Decree is in the words following, to wit:

E. Walter Long, et al constituting the Somerset County Welfare Board	:	No. 7345 Chancery
	:	In the Circuit Court
Vs.	:	for Somerset County
Marvin Jones et al	:	in Equity

. . . . . .

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

It is thereupon this 18th day of December, 1957 by the Circuit Court for Somerset County in Equity, adjudged, ordered, and decreed that the real estate mentioned in the proceedings be sold; that Harry C. Dashiell be and he is hereby appointed Trustee to make such sale, and that the course and manner of such proceedings shall be as follows:

He shall first file in the office of the Clerk of this County a bond to the State of Maryland executed by himself and a corporate surety to be approved by the said Court or the Clerk thereof in the penalty of $1,000. or double that amount if private surities, condition 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 some newspaper printed in Somerset County and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: one-half in cash on the day of sale and the balance in six months from the day of sale with securities to approve be the said Clerk or all cash on the day of sale.

And as soon as may be convenient after any such sale, the said Trustee shall return to this Court a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale annexed. And on the ratification of such sale by this Court and on the payment of the while purchase money, and not before, the said Trustee by good and sufficient deed, executed and acknowledged according to law shall convey to the purchaser or purchasers, to his, her, or their heirs and 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 persons or person claiming by, from, or under them. And the said Truwtee shall bring unto this Court the money arriving from such sale or sales and the bonds which may be taken for the same to be disposed under the direction of this Court, after deducting therefrom the cost of this suit and such sommissions to the said Trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have

appeared to discharged his trust.

And at the time of advertising the said property the said Trustee shall notify all persons having claims against the estate of Emma H. Jones and James H. Jones, her husband, or both, to file their claims duly proven, with the Clerk of the Circuit Court on or before the 21st day of March, 1958.

E, McMaster Duer
Judge

And thereafter, on the Twenty-third day of December, in the year Nineteen Hundred and Fifty-seven, Trustee's Bond was filed in Court here, which said Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That I, Harry C. Dashiell, of Somerset County and State of Maryland, as principal, and the American Surety Company of New York, a corporation created and existing under the State of New York, 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 of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our heirs, personal representatives, successors, and assigns firmly by these presents, sealed with our seals and dated this 23rd day of December, 1957.

WHEREAS, by the decree of the Circuit Court for Somerset County in Equity passed on the 18th day of December 1957 the undersigned Harry C. Dashiell was appointed Trustee in a cause pending in said Court wherein the Somerset County Welfare Board is complainant and Marvin Jones et al. are respondents the same being No. 7345 Chancery, to sell the real estate mentioned in said cause.

Now THEREFORE, 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.

As witness the hand and seal of the said principal, the corporate seal of the American Surety Company of New York, a corporation, and the hand of Harry C. Dashiell, Attorney in fact, the day and year first above written.

Harry C. Dashiell, Principal (SEAL)

CORPORATE SEAL

THE AMERICAN SURETY COMPANY OF NEW YORK
By Harry C. Dashiell
ATTORNEY-IN-FACT

TEST: G. Elmer Brown

The within Bond approved.
Grace J. Barnes, Clerk

And thereafter, on the Twenty-third day of January, in the year Nineteen Hundred and Fifty-eight, Trustee's Report of Sale, Order Nisi and Final Order were filed in Court here, which said Report of Sale, Order Nisi and Final Order are in the words following, to wit:

REPORT OF SALE

Somerset County Welfare Board	:	No. 7345 Chancery
vs.	:	In the Circuit Court
Marvin Jones et al.	:	for Somerset County
	:	In Equity

. . . . . .

To the Honorable, the Judges of said Court:

The report of Harry C. Dashiell, Trustee, appointed by decree of the Circuit Court for Somerset County in equity, passed in the above entitled cause and dated the 18th day of December, 1957 to make sale of the real estate therein mentioned, respectfully represents:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other pre-requisites of said decree as required by law and after

giving 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 said Somerset County, for at least three successive weeks before the date of sale and by a copy of said advertisement set up at the Court House door, the said Trustee, persuant to said notice, did attend in front of the Court House door in Princess Anne, Maryland on Tuesday, January 2, 1958, at or about the hour of 2 p.m. and did then and there proceed to sell said real estate mentioned and described in said advertisement in the following manner, that is to say:

Your trustee offered for sale at public auction all that lot or parcel of land in Deal Island Election District in Somerset County and State of Maryland located on a private road leading from the county road near the colored church, bounded by the lands of Willie Jones, the Frank Milbourne property, and the land of Melvin White and containing about four acres of land more or less; and being the same property which was conveyed unto the late Emma H. Jones by Norma Morris, et al. by deed dated July 10, 1946 and recorded in BLB 136 folio 383. This property is improved by a two story frame dwelling.

And your said Trustee sold said real estate above described unto Edwin B. Muir and Beatrice V. Muir, his wife, they being the highest and best bidders therefor at and for the sum of $400.00 which said amount has been paid to the satisfaction of the said Trustee.

And the said Trustee prays a ratification of the proceedings in the premises.

All of which is respectfully submitted,

Harry C. Dashiell
Trustee

STATE OF MARYLAND, SOMERSET COUNTY TO WIT:

I hereby certify that on this 23rd day of January, 1958 before me, the subscriber, the Clerk of the Circuit Court for Somerset County, Maryland, personally appeared Harry C. Dashiell, the Trustee mentioned in the aforegoing report of sale and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Grace J. Barnes
Clerk

ORDER NISI

E. Walter Long et al Constituting the Somerset Co. Welfare Bd.	:	No. 7345 Chancery
	:	in the Circuit Court
vs.	:	for Somerset County
Marvin Jones et al.	:	in Equity

Ordered by the Circuit Court for Somerset County, Maryland in Equity, this 23rd day of January, 1958 that the report of Harry C. Dashiell, Trustee mentioned in the aforegoing report of sale and the sale of the real estate by him reported therein, be and the same are hereby ratified and confirmed unless cause to the contrary appear by exception filed on or before the 24th day of February 1958, providing a copy of this Order be inserted in some newspaper printed in said Somerset County one in each of three successive weeks before the 21st day of February, 1958.

The report takes the amount of sale to be $400.00.

Grace J. Barnes
Clerk

FINAL ORDER

It having been proved to the Court that a copy of the proceeding Order Nisi has been published according to its provisions and no exceptions having been filed and no cause to the contrary having been shown, it is this 3rd day of March, 1958 adjudged, ordered and decreed by the Circuit Court for Somerset County in equity that the within report of Harry C. Dashiell,

Trustee and the sale by him reported, be and the same are hereby finally ratified and confirmed.

E. McMaster 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: Grace J. Barnes ,Clerk

L. Creston Beauchamp, Ex Parte, Attorney for the purpose of foreclosing and collecting a mortgage from Albert Lee and Alice Lee, his wife, to Robert L. Carson, T/A Carson Roofing Company

) Be it remembered that heretofore to wit, on the
) Twenty-third day of December, in the year Nineteen
) Hundred and Fifty-seven, a certain L. Creston
) Beauchamp, Ex Parte, Attorney of Somerset County and
State of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage, which said original of Mortgage is in the words following, to wit:

L. Creston Beauchamp, Ex Parte	:	No. 7382 Chancery
Trust created by mortgage	:	In the Circuit Court for
from Albert Lee and Alice Lee, his wife	:	Somerset County, Maryland

. . . . . .

THIS MORTGAGE, Made this 26th day of September, in the year nineteen hundred and fifty-three, by Albert Lee and Alice Lee, his wife, of Somerset County, Maryland witnesseth:

Whereas, the said Albert Lee and Alice Lee, his wife, are justly indebted unto Robert L. Carson, of Salisbury, Maryland, T/A Carson Roofing Company, for the sum of one thousand dollars with interest from date, for money loaned, evidenced by the bill obligatory of the said Albert Lee and Alice Lee, his wife, for said sum of one thousand dollars with interest from date, dated evenly herewith and payable to the said Robert L. Carson, T/A Carson Roofing Company, as follows: the sum of forty dollars shall be paid on the 26 day of October, 1953, and the sum of forty dollars shall be paid on the 26 day of every month thereafter until the entire sum of one thousand dollars and interest shall have been paid; and whereas, for the purpose of securing the payment of said one thousand dollars, with interest as aforesaid, this mortgage is executed.

Now, therefore, this mortgage witnesseth that in consideration of the premises, the said Albert Lee and Alice Lee, his wife, hereby grant and convey unto the said Robert L. Carson T/A Carson Roofing Company, his heirs and assigns, all that lot or parcel of land situate, lying and being in Dames Quarter Election District, Somerset County, Maryland, binding on the county road and adjoining the lands of Crawford Jones, Ada Waller and Asbury Jones, and containing one-fourth an acre, more or less; the land hereby conveyed being the same and all the land which was conveyed to albert Lee and Alice Lee, his wife by the County Commissioners of Somerset County, Maryland, a Maryland Corporation, by deed dated September 1, 1953, recorded among the land records of said Somerset County in Liber No. 160, folio 381.

To which said deeds and records and all the references therein, special reference is here made, as a part hereof, for full and accurate description of the property herein conveyed.

Together with th3 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 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 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 Mortgagee his, personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagor, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

ditional 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.

Albert Lee (SEAL)

Alice Lee (SEAL)

Test:

Virginia B. Miles

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 26th day of September in the year nineteen hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Albert Lee and Alice Lee, his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared before me Robert L. Carson, T/A Carson Roofing Company, the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

SEAL OF NOTARY

Virginia B. Miles
NOTARY PUBLIC

Received for record October 9, 1953 and recorded in Liber B.L.B. No. 161, Folio 159 one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk.

And thereafter, on the Twenty-second day of January, in the year Nineteen Hundred and Fifty-eight, a Trustee's Bond was filed in Court here, which said Trustee's Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we L. Creston Beauchamp, of Somerset County, Maryland, principal, and R. Mark White and William C. Ford, Jr., of said County and State, sureties, 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 22 day of January, 1958.

WHEREAS, by mortgage dated September 26, 1953, recorded among the Land Records of said Somerset County in Liber No. 161, folio 159, a certain Albert Lee and Alice Lee, his wife, conveyed to Robert L. Carson, T/A Carson Roofing Company, certain real estate in said County, and whereas default occurred in the terms and conditions of said mortgage, and, whereas, by virtue of the power and authority contained in said mortgage the said L. Creston Beauchamp is authorized to sell the mortgaged property, and, whereas, the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by a sale of said mortgaged property.

NOW the condition of the above obligation is such that if the above bounded 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 of law.

L. Creston Beauchamp (SEAL)
Principal

R. Mark White (SEAL)
Surety

W. Clyde Ford, Jr. (SEAL)
Surety

Witness:

Grace J. Barnes

The within Bond approved.
Grace J. Barnes, Clerk

And thereafter, on the Twenty-ninth day of January, in the year Nineteen hundred and Fifty-eight, there were filed in Court here, a Report of Sale and Distribution, Affidavit, Order Nisi and Final Order, which said Report of Sale and Distribution, Affidavit, Order Nisi and Final Order are in the words following, to wit:

L. Creston Beauchamp, Ex Parte	:	No. 7382 Chancery
Trust created by mortgage	:	In the Circuit Court for
from Albert Lee and Alice Lee, his wife	:	Somerset County, Maryland

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, attorney and trustee for the purpose of foreclosure of a mortgage from Albert Lee and Alice Lee, his wife, to Robert L. Carson, T/A Carson Roofing Company, dated September 20, 1953, recorded among the Land Records of Somerset County, Maryland, in Liber No. 161, folio 159, respectfully shows:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved security, as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said County and by handbill posted at the Court House door in said County, he did, in prusuance of said notice, attend in front of the Court House in Princess Anne, Maryland, Tuesday, January 28, 1958, at the hour of 2:00 o'clock P. M. and then and there proceeded to sell at public auction the following described property mentioned in said mortgage, namely:

He offered all that lot or parcel of land situnte, lying and being in Dames Quarter Election District, Somerset County, Maryland, binding on the county road and adjoining the lands of Crawford Jones, Ada Waller and Asbury Jones, and containing one-fourth of an acre, more or less; the land hereby conveyed being the same and all the land which was conveyed to Albert Lee and Alice Lee, his wife, by the County Commissioners of Somerset County, Maryland, a Maryland Corporation, by deed dated September 1, 1953, recorded among the Land Records of said Somerset County, in Liber No. 160, folio 381; and sold the same to Robert L Carson, of Wicomico County, Maryland, at and for the sum of One Hundred Sixty-Eight Dollars and One Cent ($168.01) which has been fully paid.

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

Whole amount of sale		$ 168.01
Clerk's Costs	$ 38.00	
Advertising	38.14	
Taxes	38.01	
Auctioneer	10.00	
Solicitor's Fee	25.00	149.05
		$ 18.86
To Robert L. Carson, T/A Carson Roofing Company, holder of note secured by mortgage	$ 1000.00	
Interest due on same to day of sale	287.73	1287.73
		$1268.87
Balance due Robert L. Carson		$1268.87

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

All of which is respectfully submitted.

L. Creston Beauchamp
Attorney and Trustee

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of January, 1958, before me, the subscriber, Clerk

of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the attorney and trustee mentioned in the aforegoing report of sale, and made oath in due form of law that the matters and facts stated in said report are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of proceeds therefrom was fairly made.

Grace J. Barnes
Clerk of Court

ORDER NISI

L. Creston Beauchamp, Ex Parte	:	No. 7382 Chancery
Trust created by mortgage	:	In the Circuit Court for
from Albert Lee & Alice Lee, his wife.	:	Somerset County, Maryland

. . . . . .

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 29th day of January, 1958, that the report of L. Creston Beauchamp, attorney and trustee mentioned in the aforegoing report of sale, and the sale of real estate by him reported and the distribution of the proceeds of said sale by him made, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by execptions filed on or before the 3rd day of March, 1958; 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 1st day of March, 1958.

The report states the amount of the sale to be One Hundred Sixty-Eight Dollars and One Cent ($168.01).

Grace J. Barnes
Clerk of Court

FINAL ORDER

L. Creston Beauchamp, Ex Parte	:	No. 7382 Chancery
Trust created by mortgage from	:	In the Circuit Court for
Albert Lee and Alice Lee, his wife.	:	Somerset County, Maryland

. . . . . .

I 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 4th day of March, 1958, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds therein made, be and the same are hereby finally ratified and confirmed.

E. McMaster 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: Grace J. Barnes ,Clerk

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

L. Creston Beauchamp, Ex Parte
under power conatined in Mortgage
from John T. Shores and Ella Mae
Shores, his wife, to L. Creston
Beauchamp and Oliver T. Beauchamp

) Be it remembered that heretofore to wit, on the
) Twenty-third day of December, in the year Nineteen
) Hundred and Fifty-seven, a certain L. Creston
) Beauchamp, Ex Parte, Attorney of Somerset County and
) State of Maryland, exhibited and filed in the Circuit
) Court here, an original of a certain mortgage, which

said Original Mortgage is in the words following, to wit:

THIS MORTGAGE, Made this 11th day of July, in the year nineteen hundred and fifty-five, by John T. Shores and Ella Mae Shores, his wife, are justly indebted unto L. Creston Beauchamp and Oliver T. Beauchamp, of said County and State, for the sum of one thousand two hundred dollars ($1200.00), evidenced by the bill obligatory of the said John T. Shores and Ella Mae Shores, his wife, for said sum of one thousand two hundred dollars ($1200.00) dated evenly herewith and payable to the said L. Creston Beauchamp and Oliver T. Beauchamp, as follows:

The sum of twenty dollars (420.00) shall be paid on the 11th day of August, 1955, and a like sum of twenty dollars (420.00) shall be paid on the 11th day of every month thereafter until the entire sum of one thousand two hundred dollars ($1200.00), and interest from date shall have been paid; and whereas, for the purpose of securing the payment of said one thousand two hundred dollars ($1200.00), with interest as aforesaid, this mortgage is executed.

Now therefore, this mortgage witnesseth that in consideration of the premises, the said John T. Shores and Ella Mae Shores, his wife, hereby grant and convey unto the said L. Creston Beauchamp and Oliver T. Beauchamp, as tenants in common, their heirs and assigns, all that lot or parcel of land situate, lying and being in St. Peter's Election District, Somerset County, Maryland, binding on the south-west side of the County road leading to St. Peter's Creek, and bounded on the north by the land of James T. Bloodsworth, on the south by the land formerly owned by William T. Bozman and on the west by the land of Herman Bloodsworth, and containing one acre, more or less; the land hereby conveyed being the same and all the land which was conveyed to the said John T. Shores and Ella Mae Shores, his wife, by James W. Tyler and wife, by deed dated October 9, 1947, recorded among the Land Records of said Somerset County in Liber No. 141, folio 402.

To which said deed and records and all the references therein, special references is here made as a part hereof, for full and accurate description of the property herein 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 Mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage

debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or L. Creston Beauchamp, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 indicent 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 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

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

WITNESS the hands and seals of said mortgagors.

Test:

Alva Bozman Parks

John T. Shores (SEAL)

Ella Mae Shores (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, That on this 11th day of July in the year nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared John T. Shores and Ella Mae Shores, his wife, the mortgagors named in the foregoing mortgage and duly acknowledged the foregoing mortgage to be their respective act and deed; and at the same time and place also personally appeared

before me L. Creston Beauchamp, one of the within named morgagees, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

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

SEAL OF NOTARY

Alva Bozman Parks
Notary Public

STATE STAMP $1.10

Received for record July 12, 1955 and recorded in Liber B.L.B. No. 171 Folio 571 one of the Land Records of Somerset County,

Per: Benjamin L. Barnes, Clerk

And thereafter, on the Twenty-second day of January, in the year Nineteen hundred and Fifty-Eight, a Trustee's Bond was filed in Court here, which said Trustee's Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22 day of January, 1958.

WHEREAS, by mortgage dated July 11, 1955, recorded among the Land Records of said Somerset County in Liber No. 171, folio 571, a certain John T. Shores and Ella Mae Shores, his wife, conveyed to L. Creston Beauchamp and Oliver T. Beauchamp certain real estate in said County, and whereas default occurred in the terms and conditions of said mortgage, and, whereas, by virtue of the power and authority contained in said mortgage, the said L. Creston Beauchamp is authorized to sell the mortgaged property, and, whereas, the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by sale of said mortgaged property.

NOW THE CONDITION of the above obligation is such that, if the above bounden L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

L. Creston Beauchamp (SEAL)
Principal

MARYLAND CASUALTY COMPANY
By

CORPORATE SEAL

Witness:
Grace J. Barnes

L. C. Beauchamp
Attorney in Fact

The Within Bond approved.
Grace J. Barnes, Clerk.

And thereafter, on the twenty-ninth day of January, in the year Nineteen Hundred and Fifty-eight, there was filed in Court here a Report of Sale and Distribution, Affidavit, Order Nisi and Final Order, which said Report of Sale and Distribution, Affidavit, Order Nisi and Final Order are in the words following, to wit:

L. Creston Beauchamp, Ex Parte	:	No. 7383 Chancery
Trust created by Mortgage from	:	In the Circuit Court for
John T. Shores & Ella Mae Shores, his wife	:	Somerset County, Maryland

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, attorney and trustee, for the purpose of foreclosure of a mortgage from John T. Shores andElla Mae Shores, his wife, to L. Creston Beauchamp and Oliver T. Beauchamp, dated July 11, 1955, recorded among the Land Records of Somerset

County, Maryland, in Liber No. 171, folio 571, respectfully shows:

That by virtue of the power and authority contained in said mortgage and after having given bond with approved security, as required by law, conditioned upon the faithful performance of the trust reposed in him by said mortgage, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said County and by handbill posted at the Court House Door in said County, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Maryland, Tuesday, January 28, 1958, at the hour of 2:00 o'clock P. M. and then and there proceeded to sell at public auction the following described property mentioned in said mortgage, namely:

He offered all that lot or parcel of land situate, lying and being in St. Peter's Election District, Somerset County, Maryland, binding on the southwest side of the county road leading to St. Peter's Creek, and bounded on the north by the land of James T. Bloodsworth, on the south by the land formerly owned by William T. Bozman and on the west by the land of Herman Bloodsworth, and containing one (1) acre, more or less; the land hereby conveyed being the same and all the land which was conveyed to the said John T. Shores and Ella Mae Shores, his wife, by James W. Tyler and wife, by deed dated October 9, 1947, recorded among the Land Records of said Somerset County in Liber No. 141, folio 402; and sold the same to L. Beauchamp Bloodsworth, Sr. and Agnes Bloodsworth, his wife, of said Somerset County, at and for the sum of One Thousand Three Hundred Twenty Dollars ($1320.00), which has been fully paid.

And the attorney and trustee makes the following distribution of theproceeds of said sale:

Whole amount of sale		$1320.00
Clerk's Costs	$ 38.00	
Advertising	39.05	
Insurance premium	21.00	
Premium on bond	12.00	
Auctioneer	10.00	
Solicitor's fee	25.00	
Commissions	106.00	
Taxes	52.72	303.77
		$1016.23
To. L. Creston Beauchamp and Oliver T. Beauchamp, holders of note secured by mortgage,	$ 850.00	
Interest due on same to day of sale	160.00	1010.00
		$ 6.23
Amount due John T. Shores and Ella Mae Shores, his wife, mortgagors		6.23

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

All of which is respectfully submitted.

L. Creston Beauchamp
Attorney and Grustee

AFFIDAVIT

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of January, 1958, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, the attorney and trustee mentioned in the aforegoing 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 was fairly made.

Grace J. Barnes
Clerk of Court

ORDER NISI

L. Creston Beauchamp, Ex Parte	:	No. 7383 Chancery
Trust created by mortgage from	:	In the Circuit Court for
John T. Shores & Ella Mae Shores, his wife.	:	Somerset County, Maryland

. . . . . .

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 29th day of January, 1958, that the report of L. Creston Beauchamp, attorney and trustee mentioned in the aforegoing report of sale, and the sale of real estate by him reported and the distribution of the proceeds of said sale by him made, be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 3rd day of March, 1958; 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 1st day of March, 1958.

The report states the amount of the sale to be One Thousand Three Hundred Twenty Dollars ($1,320.00).

Grace J. Barnes
Clerk of Court

FINAL ORDER

L. Creston Beauchamp, Ex Parte	:	No. 7383 Chancery
Trust created by mortgage from	:	In the Circuit Court for
John T. Shores & Ella Mae Shores, his wife	:	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 4th day of March, 1958, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds therein made, be and the same are hereby finally ratified and confirmed.

E. McMaster 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: Grace J. Barnes ,Clerk

****

Mildred Mister Crisfield, Maryland vs. Ophus Mister Crisfield, Maryland	) Be it remembered that heretofore, to wit, on the Twenty-eighth) day of October, in the year Nineteen Hundred and Fifty-seven,) a certain Wade U. Ward, Solicitor, of Somerset County and State) of Maryland, exhibited and filed in the Circuit Court here, for) and on behalf of Mildred Mister, a Bill of Complaint and

Exhibit No. 1, which said Bill of Complaint and Exhibit No. 1 are in the words following, to wit:

Mildred Mister Crisfield, Maryland	:	No. 7368 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Ophus Mister Crisfield, Maryland	:	

. . . . . .

To the Honorable, the Judges of the said Court:

1. That the said Mildred Mister and Ophus Mister are seized and possessed, in fee simple, as tenants in common of theproperty conveyed to them from Agustus Forbush and Lillian Forbush, his wife, by deed recorded in Liber B.L.B. No. 139, at folio 382, and more particularly described as follows:

1. All that property situate, lying and being in Crisfield Election District, Somerset County, State of Maryland, and being located on the South side of Potomac Street in the City of Crisfield and being bounded by the lands of Edwin Muir and William J. Holland, and fronting sixty (60) feet on said Potomac Street and being the same and all that property conveyed to the said Mildred Mister and Ophus Mister, as tenants by the entireties, by deed dated May 5, 1947, and recorded among the said Land Records of Somerset County, Maryland, in Liber B.L.B. No. 139, at folio 382. A certified copy is attached hereto, and marked as Plaintiff's Exhibit No. 1.

2. That on September 26, 1957, in Chancery No. 7247, a divorce was granted to the said Mildred Mister and Ophus Mister, whereby their interests became tenants in common in said property.

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

4. That all the parties in this action are adults.

To the end therefore:

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

2. That the proceedings of said sale may be distributed to the parties according to their respective rights and interests.

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 a writ of subpoena, directed to the said Ophus Mister, who resides in Crisfield, Maryland, commanding him to be and appear in Court, in person, or by solicitor, at some certain date to be named therein and answer the premises and abide by and perform such decree as may be passed therein, to show cause, if any he may have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Mildred V. Mister
Plaintiff

Wade D. Ward
Solicitor for Plaintiff

PLAINTIFF EXHIBIT NO. 1

DEED

AUGUSTUS FORBUSH
LILLIAN FORBUSH, HIS WIFE
MARINE BANK OF CRISFIELD

TO

OPHUS MISTER
MILDRED MISTER, HIS WIFE

THIS DEED, Made this 5th day of May, in the year nineteen hundred and forty-seven, by Augustus Forbush and Lillian Forbush, his wife, of Somerset County, State of Maryland and the Marine Bank of Crisfield, a body corporate existing under the laws of the State of Maryland, which joins in making this deed for the sole and exclusive purpose of releasing the real estate by this deed conveyed to Ophus Mister and Mildred Mister, his wife, of Somerset County, State of Maryland, from the operation effect and lien of certain judgments to the said Marine Bank of Crisfield, a body corporate as aforesiad, by the said Augustus Forbush and Lillian Forbush, his wife,

WITNESSETH, that for and in consideration of the sum of Ten Dollars and other valuable considerations, in hand paid by Ophus Mister and Mildred Mister, his wife, the receipt of which is hereby acknowledged, the said Augustus Forbush and Lillian Forbush, his wife, do hereby grant and convey unto the said Ophus Mister and Mildred Mister, his wife, as tenants by the entireties in fee simpel, all that lot or parcel of land situate, lying and being in the City of Crisfield, Somerset County, State of Maryland, on the Southerly side of Potomac Street, which is more particularly described as follows, that is to say:-

Beginning with the Northwest corner of the land owned or formerly owned by Edwin Muir on said Potomac Street: and thence in a Southerly direction in a straight line by and with the said Muir land a distance of one hundred and fifty feet (150'); thence in a Westerly direction

parallel with said Potomac Street, a distance of sixty (60') to the land of William J. Holland, Jr.; thence in a Northerly direction parallel with said Muir land a distance of one hundred and fifty feet (150') to said Potomac Street; thence by and with said Potomac Street in an Easterly direction a distance of sixty feet (60') to the place or point of beginning; the same being all that land and premises conveyed unto William D. Marshall and Amanda S. Marshall, his wife, by Cora F. Sterling, et als, by deed bearing date the 2nd day of March, 1946 and recorded among the land records of said Somerset County on April 24, 1946 and being the same and all that real estate conveyed unto said Augustus Forbush and Lillian Forbush, his wife, by said William D. Marshall and wife, by deed bearing date the 14th day of September, 1946 and recorded among the land records of said Somerset County in Liber B.L.B. No. 138, folio 108--to which said deeds and records, aforesaid, and all the references in each contained, special reference is hereby made and as a part hereof for a more full and complete 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 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 Ophus Mister and Mildred Mister, his wife, as tenants by the entireties, in fee simple.

And the said Augustus Forbush and Lillian Forbush, his wife, hereby covenants 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 the said Marine Bank of Crisfield, a body corporate as aforesaid, in consideration of the sum of One Dollar ($1.00) hereby releases the real estate hereinbefore mentioned and described from the operation and lien of the following judgments:

(1) Sixteen (16) Appearances, April Term, 1946, in the Circuit Court for Somerset County, Maryland, wherein the Marine Bank of Crisfield is the plaintiff and Augustus Forbush and Lillian Forbush, his wife, are defendants. Said judgment being dated May 3, 1946, for the amount of Ten Thousand, seven hundred and eighty dollars and eighty cents ($10,780.80) damages plus a collection fee of One Thousand Seventy-eight Dollars and eight cents ($1,078.08) with interest from date of judgment, exemption waived, and

(2) Twenty-one (21) Appearances, January Term, 1946, in the Circuit Court for Somerset County, Maryland, wherein the Marine Bank of Crisfield is plaintiff and Augustus Forbush and Lillian Forbush, his wife, are defendants. Said judgment being dated February 21, 1946, for the amount of Sixteen thousand dollars ($16,000.00) damages plus a collection fee of Sixteen Hundred dollars ($1600.00) with interest from date of judgment, exemptions waived. But the said Marine Bank of Crisfield releases hereby the said judgments only from the lands herein conveyed but without releasing said judgments and without, in any way, effecting said judgments as liens upon other lands of the said defendants, or either of them.

Witness the hands and seals of the said grantors the day and year first above written.

Augustus Forbush (SEAL)

Witness: Beryl Sterling

Lillian Forbush, his wife (SEAL)

Witness the seal of the said Marine Bank of Crisfield, and the signature of William S. Sterling, Vice President thereof.

Attest: William M. Wooster

MARINE BANK OF CRISFIELD

CORPORATE SEAL

BY Wm. G. Sterling
Vice President

STATE OF MARYLAND, Somerset County, to wit:-

I hereby certify that on this 5th day of May, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Augustus Forbush and Lillian Forbush, his wife, and they acknowledged the foregoing deed to be their act and deed.

And at the same time, also, personally appeared before me William S. Sterling, Vice President of the Marine Bank of Crisfield and he acknowledged the foregoing deed to be the act, and deed of the Marine Bank of Crisfield. And he further made oath in due form of law that he is the duly authorized agent for the said Marine Bank of Crisfield for the purpose of making this affadavit.

Federal Stamps: $1.10
State Stamps: $ .80

Beryl Sterling
Notary Public

SEAL OF NOTARY

Received for Record May 14, 1947 and recorded in Liber B.L.B. No. 139, folio 382, et seq., one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk

Ex'd, Ext'd & delivered to Prentiss Evans 12/3/47.

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a Deed from Augustus Forbush, et al to Ophus Mister, et ux as recorded in Liber B.L.B. No. 139, Folio 382, et seq., one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this Twenty-first day of October, in the year Nineteen Hundred and Fifty-seven.

SEAL OF COURT

Grace J. Barnes
Clerk of the Circuit Court for Somerset County, Maryland

And thereupon, on the Twenty-eighth day of October, in the year Nineteen Hundred and Fifty-seven, a Subpoena was issued, which said Subpoena is in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

To Ophus Mister
Crisfield, Maryland (SEAL) GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of November next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Mildred Mister, Crisfield, Maryland against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of September Nineteen Hundred and Fifty-seven. Issued the 28th day of October 1957.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Wade D. Ward

Address Crisfield, Maryland

Grace J. Barnes, Clerk

RETURN: "Summoned and copy of Subpoena, Bill of Complaint and Exhibit "A" left with defendant 10/28/57".

And thereafter, on the Sixth day of November, in the year Nineteen Hundred and Fifty-Seven, there was filed in Court here, a Petition and Answer, which said Petition and Answer are in the words following, to wit:

Mildred Mister Crisfield, Maryland Plaintiff	:	In the Circuit Court for
	:	Somerset County, Maryland
vs.	:	In Equity,
Ophus Mister Crisfield, Maryland Defendant	:	No. 7368 Chancery

. . . . . .

PETITION OF OPHUS MISTER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ophus Mister by Lionel Bennett, his attorney, respectfully shows:

1. That heretofore, in these proceedings, Ophus Mister, defendant, has filed an answer consenting to the passage of such decree as may be proper in the premises.

2. That your petitioner is advised and therefore alleges that the plaintiff will be actively interested in purchasing the premises described in the bill of complaint herein at the lowest price possible at said auction.

3. That it is to the interest of your petitioner that said premises bring the highest price obtainable at said sale.

4. That your petitioner believes and therefore alleges that the interest of plaintiff and defendant in the sale of these premises is adverse, and since your petitioner is the owner of one-half interest in the premises, he desires to have his counsel appointed Co-trustee with counsel for plaintiff in the event that this Court should decree a sale of said premises for the purpose of partition.

WHEREFORE, YOUR PETITIONER PRAYS THIS HONORABLE COURT that Lionel Bennett, be appointed Co-trustee with such other trustees as may be appointed, to conduct the aforesaid sale of said property.

AND AS IN DUTY BOUND, ETC.

Lionel Bennett
Counsel for petitioner

I hereby certify that a copy of the within answer was mailed this 4th day of November, 1957, to Wade D. Ward, Esq., Attorney for plaintiff, by regular mail at his office in Crisfield, Md.

Lionel Bennett
Counsel for Defendant

Mildred Mister Crisfield, Maryland Plaintiff	:	In the Circuit Cpurt for
	:	Somerset County, Maryland
vs.	:	In Equity,
Ophus Mister Crisfield, Maryland Defendant	:	No. 7368 Chancery

. . . . . .

ANSWER OF DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ophus Mister, by Lionel Bennett, his attorney, for answer to bill of complaint filed by plaintiff herein, respectfully shows:

1. That he admits the allegations contained in paragraphs 1, 2, 3 and 4 of said bill.

2. That he consents to the passage of such decree as may be proper in the premises.

AND AS IN DUTY BOUND, ETC.

Lionel Bennett
Attorney for defendant
Office and P. O. address
Crisfield, Maryland

I hereby certify that a copy of the within answer was mailed this 4th day of November, 1957 to Wade D. Ward, Esq., Attorney for plaintiff, by regular mail at his office in Crisfield, Md.

Lionel Bennett
Counsel for Defendant

And thereafter, on the Seventh day of November, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here, Testimony, which said Testimony is in the words following,

to wit:

Mildred Mister Plaintiff	:	In Equity No. 7368
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Ophus Mister Defendant	:	

. . . . . .

In this cause an order having been passed for testimony to be taken to support the alleagations of the bill, I Benson W. Sterling 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 day of October, 1957, in Somerset County, aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. WADE D. WARD:

Mildred Mister, a witness of lawful age, being the plaintiff herein, being duly sworn, deposes and says:-

Q. Please state your name, residence and occupation.
A. My name is Mildred Mister. I live on Somerset Avenue, Crisfield, Maryland and I work at the Crisfield Manufacturing Co.

Q. Are you the Mildred Mister who is the plaintiff in this action?
A. I am.

Q. I offer the Bill of Complaint and all the exhibits annexed thereto, that being a certified copy of a deed made by Augustus Forbush and Lillian Forbush, his wife, to Ophus Mister and Mildred Mister, his wife, recorded in Liber B.L.B. No. , folio . Are the plaintiffs and defendants named in this action all the parties having any interest in this property, whatsoever?
A. Yes, sir.

Q. Will you please describe this property?
A. It is located on Potomac Street and it is a Brick Bungalow House, consisting of five rooms and bath. The building is a relatively new building, built within the last eight years.

Q. Who occupies the residence at the present time?
A. My ex-husband, the defendant, is now living there.

Q. Can this property be divided between the parties?
A. No. I can not see how it is possible to divide one building.

Q. Do you believe that in order to make a division of your respective interests it will be necessary that the real estate be sold and the proceeds divided between you?
A. Yes, that is the only way it can be done.

COURT'S QUESTION:
A. No. Sir

Mildred Mister

Benson W. Sterling

Otwell Goldsborough, a witness of lawful age, produced on the part of the plaintiff, being duly sworn, deposes and says:-

Q. Please state your name, residence and occupation.
A. My name is Otwell Goldsborough. I live on Somerset Avenue Crisfield, Maryland. I am a mason, contractor, and builder.

Q. How long have you been in this business?
A. Thirty Three years.

Q. Are you familiar with the value of the land in the vicinity of the premises described by the previous witness?
A. Yes, I am.

Q. Have you made appraisals heretofore of such property?
A. Yes, I have.

Q. At my request did you make an appraisal of the premises mentioned above?
A. I did.

Q. What is the fair market value of the premises in your opinion?
A. I would say approximately Six Thousand Dollars (6,000.00)

Q. Are you very familiar with this property?
A. Yes, I built this house.

COURT'S QUESTION:
A. No Sir.

Otwell Goldsborough

Benton W. Sterling

Mr. Bennett:

I hereby waive the requirement of Article 16, Section 318, that the testimony remained open in Court for ten (10) days before a hearing on this cause.

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

Bill of Costs:

Examiner $10.00

Witness my hand and seal.

Benson W. Sterling
Examiner in Chancery

And thereafter, on the Seventh day of November, in the year Nineteen Hundred and Fifty-seven, an Order was filed in Court here, which said Order is in the words following, to wit:

Mildred Mister, Plaintiff	:	No. 7368 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Ophus Mister, Defendant	:	

. . . . . .

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

It is thereupon, this 7th day of November, nineteen hundred and fifty-seven, by the Circuit Court for Somerset County, in Equity, adjudged, ordered, and decreed, that the real estate mentioned in the proceedings, be sold.

That Wade D. Ward and Lionel Bennett be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings shall be as follows:

The said Trustees shall first file in the office of the Clerk of the Circuit Court for Somerset County, in Equity, a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by the said Clerk in the penalty of Sixteen Thousand Dollars ($16,000.00) 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 them by this decree or that may be reposed in them by any future decree or order in the premises; they shall then proceed to make sale of said real estate, having first given at least three weeks previous notice inserted in some newspaper printed and published in said Somerset County and such further notice as they may think proper of the time, place, manner and terms of sale, which term shall be as follows:

One-half in cash on the day of sale and the balance of the purchase money to be paid in thirty days 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 with a surety or sureties to be approved by the said Trustees, or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after such saleor sales, the said Trustees shall return to this Court, a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale or sales annexed and on the ratification of such sale or sales by this Court and on the payment of the whole purchase money, the said Trustees shall be a good and sufficient deed to be executed and acknowledged by law, convey to the purchaser or purchasers of said property and to his, her, or them sold free, clear, and discharged of all the claims of the parties to this cause and of any person or persons claiming by, from or under them.

And the said Trustees shall bring to this Court, the money arising from such sale or sales and the bond 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 of the

said Trustee as the Court may think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their Trust.

E. McMaster Duer

And thereupon on the Twenty-seventh day of November, in the year Nineteen hundred and Fifty-seven, a Bond was filed in Court here, which said Bond is in the words following, to wit:

IN THE CIRCUIT COURT OF Somerset County
STATE OF MARYLAND

Mildred Mister)
versus) Bond of Trustee to Sell
Ophus Mister) In Equity 7368

KNOW ALL MEN BY THESE PRESENTS: That we, Wade D. Ward and Lionel Bennett as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and 00/100 Dollars ($8,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 13th day of November in the year of our Lord one thousand, nine hundred and fifty-seven.

WHEREAS THE ABOVE BOUNDEN Wade D. Ward and Lionel Bennett by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County, Maryland have been appointed trustees to sell real estate mentioned in the proceedings in the case of Mildred Mister versus Ophus Mister now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Wade D. Ward and Lionel Bennett do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Bernetta N. Catlin

Wade D. Ward (SEAL)

Lionel Bennett (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Harold T. Actell
Attorney-in-Fact Corporate Seal

The within Bond approved.
Grace J. Barnes, Clerk

POWER OF ATTORNEY
No. 67058

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Thomas R. Phipps, M. P. Fisher, Harold T. Axtell and C. H. Cilcote of the City of Baltimore, State of Maryland, its true and lawful attorneys for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all stipulations, bonds and/or undertakings, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this power of attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, THROUGH us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Thomas R. Phipps and the said M. P. Fisher and the said Harold T. Axtell and the said C. H. Chilcote may lawfully do in the premises by virtue of these presents.

IN WITNESS WHEREOF, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 2nd day of July, A.D. 1953.

UNITED STATES FIDELITY AND GUARANTY COMPANY CORPORATE SEAL

(Signed) By John D. Williams
Vice-President.

(SEAL) (Signed) G. P. Moore
Assistant Secretary.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss:

On this 2nd day of July A.D. 1953, before me personally came John D. Williams, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and G. P. Moore, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland, that they, the said John D. Williams and G. P. Moore were respectively the Vice-President and Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing power of attorney; that they each knew the seal of said corporation; that the seal affixed to said power of attorney was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively of the Company.

My commission expires the first Monday in May, A. D. 1955

(SEAL) (Signed) Dorothy S. Drexel
Notary Public.

STATE OF MARYLAND, }
CITY OF BALTIMORE, } ss:

I, M. Luther Pittman, Clerk of Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed her name, was, at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths, take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary and verily believe the signature to be her genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 2nd day of July A.D. 1953

(SEAL) (Signed) M. Luther Pittman
Clerk of the Superior Court of Baltimore City

COPY OF RESOLUTION

THAT WHEREAS, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in the State of Maryland and in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute, and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performance of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body organization, office or officer, local, municipal or otherwise be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded, for the security or protection of, by or for any person or persons, corporation, body, office interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, G. P. Moore, Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, hereby certify that at a spedial meeting of the Board of Directors of said Company, duly called and held at the office of the Company, at the City of Baltimore, on the 25th day of February, A. D. 1916, at which was present a quorum of said Directors, duly authorized to act in the premises, resolutions were passed and entered on the minutes of said Company, of which resolutions the foregoing is a true copy and of the whole thereof.

And I do further certify that the above and foregoing is a full, true and correct copy of the original power of attorney given by said Company to Thomas R. Phipps, M. P. Fisher, Harold T. Axtell and C. H. Cilcote of Baltimore, Maryland, authorizing and empowering them to sign bonds as therein set forth, and that the said Power of Attorney is still in full force and effect as of this date.

Given under my hand and the seal of said Company, at Baltimore, Maryland, this 13th day of Nov. A. D. 1957.

CORPORATE SEAL

G. P. Moore
Assistant Secretary

And thereafter, on the Eleventh day of December, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here, a Trustee's Report of Sale, Affidavit and Order Nisi, which said Report of Sale, Affidavit and Order Nisi are in the words following, to wit:

Mildred Mister Plaintiff	:	No. 7368 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Ophus Mister Defendant	:	

. . . . . .

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Wade D. Ward, Lionel Bennett, trustees, appointed by this Court by order herein dated November 6, 1957, 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 reposed in him by said order, and having given at least three weeks notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper published in the City of Crisfield, Somerset County, Maryland, for three successive weeks before the day of the sale, he did pursuant to said notice attend at the steps of the Post Office at Crisfield, Maryland, on the 7th day of December, 1957, at two o'clock in the afternoon of said day, and then and there proceeded to sell the property described in the bill of complaint, to wit:

All that lot or parcel of land situate, lying and being in the City of Crisfield, Somerset County, State of Maryland, and being located on the South side of Potomac Street

and fronting sixty (60) feet on said street, and being bound on the West by the lands of William J. Holland, Jr. and on the East by the lands of Edwin Muir, and being the same and all that property conveyed to Ophus Mister and Mildred Mister from Augustus Forbush and Lillian Forbush, his wife, by deed dated May 5, 1947 and recorded in Liber B.L.B. No. 139,at folio 382, one of the land records of Somerset County, Maryland.

And sold the same to John Catlin and Bernetta Catlin, his wife, for Thirteen Thousand Dollars ($13,000.00). He being then and there the highest bidder therefore and the purchaser has complied with the terms of the sale.

Respectfully submitted,
Wade D. Ward, trustee
Lionel Bennett, trustee

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 11th day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Wade D. Ward, trustee, and Lionel Bennett, trustee, named in the foregoing report of sale and made oath in due form of law that the matters and things therein stated are true to the best of their knowledge and belief and that the sale therein mentioned and reported was fairly made.

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

Betty E. Wilson
Notary Public

SEAL OF NOTARY

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to contrary thereof be shown on or before the 8 day of January, 1958, 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 30th day of December, 1957.

The report states the amount of sale to be thirteen thousand dollars ($13,000.00).

Grace J. Barnes, Clerk

And thereafter, on the Ninth day of January, in the year Nineteen Hundred and Fifty-eight, a Final Order was filed in Court here, which said final Order is in the words following, to wit:

Mildred Mister	:	No. 7368 Chancery
vs.	:	In the Circuit Court for
Ophus Mister	:	Somerset County, Md.

. . . . . .

Ordered by this Court this 9th day of January, 1958, that the sale made and reported by the trustees herein be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

E. McMaster Duer
Judge

And thereafter, on the Twenty-second day of January, in the year Nineteen Hundred and Fifty-eight, there was filed in Court here a Petition, Affidavit and Order, which said Petition, Affidavit and Order are in the words following, to wit:

Mildred Mister	:	No. 7368 Chancery
vs.	:	In the Circuit Court for
Ophus Mister	:	Somerset County, Maryland

. . . . . .

To the Honorable, the Judge of said Court:

The petition of John Catlin and Bernetta Batlin, respectfully represents:

1. That on the 7th day of December, 1957, your petitioners became the purchasers of the premises mentioned in the proceedings in the above case, which were sold under power of a

decree in this Honorable Court dated November 7, 1957, by Wade D. Ward and Lionel Bennett, Trustees.

2. That the said sale was duly reported to and finally ratified and confirmed by this Court.

3. That the said Ophus Mister, one of the parties in the above cause, continued to remain upon the said property and are still in possession thereof and refuse to give up the same, although possession has been demanded of them.

Your petitioners, therefore, prays that an order may be passed by this Honorable Court requiring the said Ophus Mister, to give up and deliver to your petitioners full possession of the premises mentioned in the proceedings in said cause and sold under power of a decree of this Honorable Court, to your petitioners.

And as in duty bound,

Wade D. Ward
Solicitor for Petitioner

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 22nd day of January, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Wade D. Ward, and made oath in due form of law that the matters and things stated in the aforegoing petition are true to the best of his knowledge and belief.

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

Virginia B. Miles
Notary Public

SEAL OF NOTARY

ORDER

Ordered, this 22 day of January, 1958, by the Circuit Court for Somerset County, in Equity, upon the foregoing petition and affidavit, that Ophus Mister, on being served with a certified copy of this order, forthwith deliver up to the said John Catlin and Bernetta Catlin, the premises mentioned and described in the proceedings in this cause, and sold by Wade D. Ward and Lionel Bennett, Trustee, to the said John Catlin and Bernetta Catlin, under the decree therein passed; unless good cause to the contrary be shown by the said Ophus Mister, on or before the 29th day of January, 1958.

E. McMaster Duer
Judge

RETURN: Certified copy of Petition, Affidavit and Order of Court left with Ophus Mister 1/24/58.

And thereafter, on the Sixth day of February, in the year Nineteen hundred and Fifty-eight, an Order was filed in Court here, which said Order is in the words following, to wit:

Mildred Mister	:	No. 7368 Chancery
vs.	:	In the Circuit Court for
Ophus Mister	:	Somerset County, Maryland

* * * * * *

Ordered by the Circuit Court for Somerset County, in Equity, this 6th day of February, 1958, that a writ of possession against the said Ophus Mister, be issued, no cause to the contrary having been shown, although due notice appears to have been given as required by the order passed in this cause.

E. McMaster Duer
Judge

And thereupon, a Writ of habere facias possessionem was issued, which said Writ of habere facias possessionem is in the words following, to wit:

State of Maryland To Isaac Dorsey, Sheriff of Somerset County, Greeting:

Whereas, by decree of the Circuit Court for Somerset County, in Equity, passed in the

cause of Mildred Mister vs. Ophus Mister, being No. 7368 Chancery in the Circuit Court for Somerset County on 9th day of January, 1958, the report of sale of the Trusees was ratified of all those lands and property situate in City of Crisfield Somerset County, State of Maryland, on Potomac Street and described as follows:

Being located on the South side of Potomac Street and fronting sixty feet on said street and being bound on the West by the lands of William J. Holland Jr. and on the East by the lands of Edwin Muir and being the same and all that property conveyed to Ophus Mister and Mildred Mister from Augustus Forbush and Lillian Forbush, his wife, by deed dated May 5, 1947 and recorded in Liber B.L.B. No. 139 folio 382, one of the land records of Somerset County, Maryland.

And whereas, John Catlin and Bernetta Catlin became the purchasers of said property.

And whereas, by subsequent decree or order made and passed in said cause on the 22nd day of January, 1958, it was adjudged and ordered that the said Ophus Mister, who held possession of the said real estate, should deliver possession of the same to the said John Catlin and Bernetta Catlin, and that the writ of habere facias possessionem issue against the said Ophus Mister to require them to deliver possession of the same; and whereas it is represented to the said Court that the service of the petition of the petition and copy of the order of the said Court was made upon the said Ophus Mister, by being left in the hands of the said Ophus Mister, with which order of Court the said Ophus Mister has absolutely refused to comply; and the said John Catlin and Bernetta Catlin having applied to us in our Court here for additional process to enforce said decree.

Know ye, therefore, that to complete and carry into full effect the decrees aforesaid, we have given, and from this time do give, to you full power and authority to the said real estate, situate in Somerset County aforesaid, and in the decrees and order aforesaid mentioned and expressed, to approach and enter, and from thence the said Ophus Mister, as well as all and every other person or persons in possession of the said real estate, against the form and effect of the said decrees and order aforesaid, you remove, and the said John Caltin and Bernetta Catlin, in full, quiet and peaceful possession of all and singular the premises aforesaid, immediately, and from time to time, as often as necessary, you put and place, and the said John Catlin and Bernetta Catlin being put and placed in possession, you protect and keep quiet. And we therefore<u>fore</u> command you that immediately after the receipt of this writ, to the said real estate aforesaid, you approach and enter, and the said Ophus Mister, as well as all and every other person or persons in possession of the premises, against the form and effect of the decrees and order aforesaid, from the possession thereof you remove, and to the said John Catlin and Bernetta Catlin the full, peaceable and quiet possession of all and singular the premises you deliver, put and place, and so from time to time, as often as neccssary, and the said John Catlin and Bernetta Catlin, being so put in possession, you preserve, keep and continue, and cause to be preserged, kept and continued, according to the true intent of the decrees aforesaid, our order aforesaid and of this writ.

Witness the Honorable W. Laird Henry, Chief Judge of the Circuit Court of Somerset County, in Equity, the 6th day of February, 1958.

SEAL OF COURT

Grace J. Barnes,
Clerk

RETURN: Did enter upon the premises described in the within warrant, found same vacant and delivered possession to John Catlin This 7th day of Feb. 1958. So Answers, Isaac H. Dorsey, Sheriff.

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

Per: Grace J. Barnes ,Clerk

##########

Alexander G. Jones, Ex Parte under power contained in Mortgage from Honiss W. Cane, Jr. and Bobbye L. Cane to Bank of Somerset

Be it remembered to heretofore to wit, on the 6th day of February in the year nineteen hundred and fifty-eight a certain Alexander G. Jones, Ex Parte, of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage which said original of Mortgage is in the words following, to wit:

Alexander F. Jones, Ex Parte under power contained in Mortgage from Honiss W. Cane, Jr. and Bobbye L. Cane to Bank of Somerset

No. 7390 Chancery

In the Circuit Court for Somerset County, Maryland

THIS MORTGAGE, Made this 10th day of September, in the year nineteen hundred and fifty-six, by Honiss W. Cane, Jr. and Bobbye L. Cane, his wife, of Somerset County and State of Maryland, Witnesseth:

Whereas, the said Honiss W. Cane, Jr. and Bobbye L. Cane, his wife, are indebted unto the Bank of Somerset, a body corporate of the State of Maryland, in the full and just sum of fifteen hundred dollars ($1500.00), with interest from date, being balance of the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said Honiss W. Cane, Jr. and Bobbye L. Cane for said sum, dated evenly herewith, payable to the order of the said Bank of Somerset in sixty monthly installments of twenty-nine dollars ($29.00) each, the first of said installments being due and payable on the 10th day of October, 1956, and the remaining installments on even date of each succeeding month thereafter until fully paid, said installment payments to be credited first to interest and the balance to principal of said indebtedness; and whereas, for the purpose of further securing the payment of said sum and interest, 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 Honiss W. Cane, Jr. and Bobbye L. Cane, his wife, hereby grant and convey unto the said Bank of Somerset, a body corporate as aforesaid, its successors or assigns, all that lot or parcel of land situate in Brinkleys Election District, Somerset County, Maryland, and beginning at an iron post set up on the south side of the state road leading from Burnettsville to Marion Station and at the north-east corner of the "E. T. Landon Lot", and running thence in a straight line in a southerly direction 98 yards to an iron post set up at the southwest end of the lot of land hereby mortgaged, thence running in a straight line from said last mentioned iron post in an easterly direction 18 yards to a tax ditch on the east side of the land hereby mortgaged, tence running by and with said tax ditch in a northerly direction to the aforesaid state road, thence by and with the south side of said state road to the place of beginning, and containing two-thirds (2/3) of an acre of land, more or less, being the same and all the land which was conveyed unto Joseph Brinkley by Edward T. Landon and Rose E. Landon by deed dated January 23, 1925 and recorded among the Land Records of Somerset County in Liber W.J.S. No. 91, folio 350, and being also the same and all the land which was conveyed unto the said Honiss W. Cane, Jr. and Bobbye L. Cane by Joseph Brinkley and Helen Brinkley by deed dated evenly herewith and intended to be recorded among the aforesaid Land Records.

To which said deeds and all the references and descriptions in them contained, special reference is here made for a more complete and 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 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 posess 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 Moniss W. Cane, Jr. and Bobbye L. Cane, 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 Alexander C. 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 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 Mortgagee its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there by) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least fifteen hundred dollars, and to cause the policy to the effected therron 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 here-under, 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:

Eunice Dashiell

Honiss W. Cane, Jr. (SEAL)

Bobbye L. Cane (SEAL)

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY, That on this 10th day of September, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Honiss W. Cane, Jr. and Bobbye L. Cane, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Everett E. Hearn, Executive Vice President and Cashier of the Bank of Somerset, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is agent of the mortgagee, duly authorized to make this affidavit.

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

Eunice Dashiell
Notary Public

Seal of Notary

Received for Record Sept. 10, 1956 and recorded in Liber B.L.B. No. 177 Folio 304 one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk

And thereupon to wit, on the 6th day of February, in the year nineteen hundred and fifty-eight was filed in Court here a Military Affidavit, which said Affidavit is in the words following, to wit:

Alexander C. Jones, Attorney, Ex Parte)
under power contained in Mortgage from)
Honiss W. Cane, Jr. and Bobbye L. Cane,)
his wife, to the Bank of Somerset, a)
body corporate)
)

No. 7390 Chancery
In the Circuit Court for
Somerset County, Maryland

State of Maryland, Somerset County, to wit:

On this 5th day of February, 1958, before me, the undersigned officer, personally appeared Edward J. Price, Agent of the Bank of Somerset, and made oath in due form of law, as follows: That the principal amount owing on the above mortgage is $1280.45, with interest from July 10, 1957; that the defendants are not in the military service as hereinafter set forth and that they have not been in such military service referred to being as follows:-

1. The military service of the United States of America or of the enlisted reserve corps thereof;
2. Ordered to report for induction under the Selective Training and Service Act of 1940 as amended;
3. The military service of any nation with which the United States of America may be allied in the prosecution of war.

Eunice Pilchard
Notary Public

Seal of Notary

And thereafter to wit, on the 6th day of February in the year nineteen hundred and fifty-eight

the said Alexander G. Jones, Ex Parte, filed in Court here a bond, which said bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS:

That The Fidelity and Casualty Company of New Yrok has made, constituted, and appointed, and by these presents does make, constitute, and appoint Alexander G. Jones of Princess Anne, Maryland its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings, and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of fifty thousand dollars.

IN WITNESS WHEREOF The Fidelity and Casualty Company of New York has caused its official seal to be hereunto affixed, and these presents to be signed by one of its vice presidents and attested by one of its secretaries this 15th day of August, 1957

The Fidelity and Casualty Company of New York

Attest: By Erwin H. Luecke

A. J. Miller, Secretary Vice President

State of New York)

County of New York)

A. J. Miller, being duly sworn, deposes and says:

That he is a secretary of The Fidelity and Casualty Company of New York, the Corporation which is described in and which executed the instrument overleaf; that he knows the corporate seal of the said corporation; that the seal affixed to the instrument overleaf is the corporate seal of The Fidelity and Casualty Company of New York, and was thereto affixed by order and authority of the board of directors of the said Company; that he signed his name thereto by like order and authority; that he is acquainted with Erwin H. Luecke, and knows him to be a Vice President of the said Company; that the signature of the said Erwin H.Luecke subscribed to the said instrument is the genuine handwriting of the said Erwin H. Luecke, and was thereto subscribed by order and authority of the said board of directors of the said Company; that the said Company is duly and legally incorporated under the laws of the State of New York, and has complied with and is now complying with the provisions of the Act of Congress of July 30, 1947, allowing certain corporations to be accepted as surety on bonds.

The deponent further states that the following is a true copy of an extract from the minutes of a meeting of the board of directors of the said Company held at its office in the City of New York on the 19th day of December, 1956, a quorum being present, and the resolution contained in the said extract was unanimously adopted and is now in full force and effect:

"RESOLVED, that Frank A. Christensen, Chariman of the Board, J. Victor Herd, President of the Company, Gilbert L. Kerr, Erwin H. Luecke, Harold S. Robinson, and Carrell R. Young, each a Vice President of the Company, be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute in behalf of The Fidelity and Casualty Company of New York bonds, undertakings, and all contracts of suretyship; and that any Vice President, or any Secretary, or any Assistant Secretary be, and that each of them hereby is, authorised to attest the execution of any such power of attorney, and to attach thereto the seal of the Company."

Sworn to before me this A. J. Miller
Secretary

15th day of August 1957

Evelyn S. O'Donnell
Notary Public
City of New York

I, A. J. Miller, a secretary of The Fidelity and Casualty Company of New York, do hereby

certify that I have compared the copy of the power of attorney overleaf and the foregoing copy of the affidavit annexed to the said power of attorney with the originals now on file in the home office of the said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that the said power of attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Company this 5th day of February, in the year of one thousand nine hundred and fifty-eight.

A. J. Miller Corporate
Secretary Seal

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander G. Jones, of Somerset County and State of Maryland, and The Fidelity and Casualty Company of New York, a body corporate of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of thirteen hundred dollars ($1300.00), 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 or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of February, in the year nineteen hundred and fifty-eight.

Whereas, by mortgage dated September 10, 1956, recorded among the Land Records of Somerset County in Liber B.L.B. No. 177, folio 304, Honiss W. Cane, Jr. and Bobbye L. Cane, his wife, conveyed to the Bank of Somerset certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas, the said Alexander G. Jones, Attorney named in said mortgage, by virtue of the power and authority contained in said mortgage is authorized, upon default, to sell the property conveyed by said mortgage; and whereas, default has occurred in the terms and conditions of said mortgage and the said Alexander G. Jones is about the exercise the power of sale in said mortgage contained;

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

Alexander G. Jones (SEAL)

The within bond approved. Corporate Seal
Grace J. Barnes, Clerk
Witness: Janet T. Bedsworth

The Fidelity and Casualty Company of New York

Filed for Record Feb. 6, 1958 and recorded in Liber B.L.B. No. 8, Folio 64,
Test: Grace J. Barnes, Clerk

And thereafter to wit, on the 4th day of March in the year nineteen hundred and fifty-eight, was filed in the Circuit Court here a Report of Sale, Affidavit, Order Nisi and Final Order, which said Report of Sale, Affidavit, Order Nisi and Final Order are in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte	:	No. 7390 Chancery
under power contained in Mortgage from	:	In the Circuit Court for
Honiss W. Cane, Jr. and Bobbye L. Cane,	:	Somerset County, Maryland
his wife, to the Bank of Somerset, a	:	
body corporate	:	

To the Honorable, the Judge of said Court:

The report of sales of Alexander G. Jones, Attorney named in a certain mortgage made and executed by Honiss W. Cane, Jr. and Bobbye L. Cane, his wife, to the Bank of Somerset, a body

corporate, dated September 10, 1956 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 177, folio 304, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of 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, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 4th day of March, 1958, at two o'clock P.M., and then and there proceed to sell the property described in said mortgage, to wit:

All that lot or parcel of land situate in Brinkleys Election District, Somerset County, Maryland, and beginning at an iron post set up on the south side of the state road leading from Burnettsville to Marion Station and at the northeast corner of the "E. T. Landon Lot", and running thence in a straight line in a southerly direction 98 yards to an iron post set up at the southwest end of the lot of land herein described, thence running in a straight line from said last mentioned iron post in an easterly direction 18 yards to a tax ditch on the east side of the land herein described, thence running by and with said tax ditch in a northerly direction to the aforesaid state road, thence by and with the south side of said state road to the place of beginning, and containing two-thirds (2/3) of an acre of land, more or less, being the same land conveyed unto the said Honiss W. Cane, Jr. and Bobbye L. Cane by Joseph Brinkley and Helen Brinkley by deed dated September 10, 1956 and recorded among the aforesaid Land Records in Liber B.L.B. No. 178, folio 510, and sold the same to Bryce T. Bozman at and for the sum of sixteen hundred and one dollars ($1601.00), he being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of your trustee and your trustee has distributed the proceeds, as follows:

Total sales			$1601.00
To Carlos Bozman, Collector of State and County Taxes		$20.58	
To Clerk of the Circuit Court for costs		28.00	
To Marylander and Herald, advertising and Order Nisi		45.64	
To Auctioneer		15.00	
To Solicitor		25.00	
To premium on bond		10.00	
To Attorney as commission		126.03	
To Balance to be credited on mortgage debt		1330.75	1601.00
Total mortgage debt, principal	$1280.45		
Interest	49.92		
	$1330.37		
To Honiss W. Cane, Jr. and Bobbye L. Cane, proceeds	.38	$1330.75	

Respectfully submitted,

Alexander G. Jones
Attorney

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 4th day of March, in the year nineteen hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for

Somerset County aforesaid, personally appeared Alexander G. Jones, Attorney named in the aforegoing 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.

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

Seal of Notary

Eunice Pilchard
Notary Public

Order Nisi

Alexander G. Jones, Attorney, Ex Parte	:	No. 7390 Chancery
under power contained in Mortgage from	:	In the Circuit Court for
Honiss W. Cane, Jr. and Bobbye L. Cane,	:	Somerset County, Maryland
his wife, to the Bank of Somerset,	:	
a body corporate	:	

Ordered this 4th day of March, in the year nineteen hundred and fifty-eight, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Alexander G. Jones, Attorney named in the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of April 1958, provided a copy of this order be inserted in some newspaper in said Somerset County once in each of four successive weeks before the 29th day of March, 1958.

The report states the amount of sales to be $1601.00.

Grace J. Barnes
Clerk of the Circuit Court

Alexander G. Jones, Attorney, Ex Parte	:	No. 7390 Chancery
under power contained in Mortgage from	:	In the Circuit Court for
Honiss W. Cane, Jr. and Bobbye L. Cane,	:	Somerset County, Maryland
his wife, to the Bank of Somerset,	:	
a body corporate	:	

Ordered by the Circuit Court for Somerset County in Equity this 9th day of April, in the year nineteen hundred and fifty-eight, that the sale of the real estate mentioned in these proceedings made and reported by Alexander G. Jones, Attorney mentioned in said mortgage, and the distribution of the proceeds therein, 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.

E. McMaster 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: Grace J. Barnes, Clerk

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in July, being the 7th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-eight.

Were present, Hon. W. Laird Henry, Jr., Chief Judge.
Hon. B. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Grace J. Harnes, Clerk

Effie L. McGrath, Crisfield, Maryland *
Elaine McGrath Walters, Crisfield, Md. *
Lillian McGrath, Crisfield, Maryland *
James McGrath, Gautier, Miss. *
Iva Jean Tawes, Crisfield, Maryland *
Tamara T. Tawes, Crisfield, Maryland, *
and infant under the age of twenty- *
one years, by Iva Jean Tawes, her *
next friend. *
Plaintiffs *
*
vs *
*
Dora Tawes, Crisfield, Maryland *
Defendant *

* *

Effie L. McGrath, Crisfield, Maryland *
Elaine McGrath Walters, Crisfield, Md. *
Lillian McGrath, Crisfield, Maryland *
James McGrath, Gautier, Miss. *
Iva Jean Tawes, Crisfield, Maryland *
Tamara T. Tawes, Crisfield, Maryland, *
and infant under the age of twenty- *
one years, by Iva Jean Tawes, her *
next friend. *
Plaintiffs *
*
vs *
*
Dora Tawes, Crisfield, Maryland *
Defendant *

* *

Be it remembered that heretofore to wit, on the 13th day of February in the year nineteen hundred and fifty-eight, a certain Lionel Bennett, Attorney of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, a Bill of Complaint, which said Bill of Complaint is in the words following, to wit:

In Equity No. 7391
In the Circuit Court for
Somerset County, Maryland

To the Honorable, the Judges of said Court:

Your orators complaining, say:

1. That Susan U. Tawes and Harriet E. McGrath died intestate and at the time of their death were seized and possessed in fee simple as tenants in common of certain lands in the City of Crisfield, Somerset County, Maryland, on the north side of Maple Avenue, title to which they acquired under the first item of the last will and testament of Mary E. Riggin, deceased, dated July 9, 1904, which was admitted to probate by the Orphans Court of Somerset County on August 26, 1904, and which is recorded in Liber H.H.S. No. 6 at folios 472 et seq. a certified copy of which is annexed hereto and marked Exhibit "A".

2. That Susan U. Tawes died intestate leaving surviving as her sole heirs at law her son Lorenzo Tawes.

3. That Lorenzo Tawes died intestate leaving surviving as his sole heirs at law his wife

the defnedant Dora Tawes and his son C. Lorenzo Tawes.

4. That C. Lorenzo Tawes died testate and by stipulation and order filed in the Orphans Court of Somerset County, his estate was divided equally by and between the plaintiffs Iva Jean Tawes, his wife, and Tamara T. Tawes, his daughter, and the defendant Dora Tawes, his mother.

5. That Harriet E. McGrath died intestate leaving surviving as her sole heirs at law her sons Edward McGrath and Fletcher McGrath.

6. That Edward McGrath died intestate leaving surviving as his sole heirs at law his widow, the plaintiff Lillian McGrath and his son, the plaintiff James McGrath.

7. That Fletcher McGrath died leaving a last will and testament dated June 20, 1951, which was admitted to probate by the Orphans Court of Somerset County on January 21, 1958 and which is recorded in Liber E.L.F. No. 36 at folios 157 et seq. which devised his interest in the premises above described by Paragraph 3 thereof to the plaintiffs Effie L. McGrath and Elaine McGrath Walters.

8. That the said lands, tenements, or hereditaments, or right, interest, or estate therein cannot be divided without loss or injury to the parties interested and that in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

Wherefore complainants pray:

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 among the parties who may be found in interest therein according to their several interests.

c. That your orators may have such other and further relief as their case may require.

And as in duty bound, etc.

Lionel Bennett
Solicitor for complainants
Crisfield, Maryland

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 12th day of February, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid personally appeared Elaine McGrath Walters, one of the plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief and that the said defendant is not in the military service of the United States as defined by the Soldiers and Sailors Relief Act of 1940, and as defined by Chapter 710 of the Acts of the General Assembly of Maryland, 1941 Session.

Lionel Bennett
Notary Public

Seal of Notary

In the name of God, Amen.

I, Mary E. Riggin, of Crisfield, Somerset County, Maryland, being sick, and weak, but of sound and disposing mind memory, and understanding, do maek this my last will and testament in manner and form as follows, First and principaly I commit my soul in the hands of Almighty God, and my body to the earth, to be decently buried at the discretion of my Executor herein after named, and after my debts and funeral charges are paid, I given and bequeth as follows:

Item first. I give and bequeth unto my Sister Susan U. Taws, and Harriet E. McGrath, all of my Real Estate being and lying on the North Side of a Street running from the store of John R. Milbourn to the land of Isaac C. Sterling, to be equaly divided with all the improvements thereon between my two said Sisters, Susan U. Taws, and Harriet E. McGrath, to share and share alike, to them and their heirs forever.

Item Second - I give and bequeth unto Mary E. Somers, all of that lot or parcel of

ground, situated on the South Side of the above named Street adjoining the land of William Holland on the west and the land of Irwin Evans, on the East, to her the said Mary E. Somers, and her heirs forever.

Item Third. - I give and bequeth unto my two aforesaid Sisters Susan U. Taws and Harriet E. McGrath, all of my personal Estate consisting of Household and Kitchen furniture to share and share alike, to them and to their heirs and assigns forever.

And lastly/- I do hereby constitute and appoint my two aforesaid Sisters Susan U. Tawes and Harriet E. McGrath my sole Executors of this my last will and Testament. In Testimony Whereof I the said Testator have here unto set my hand and seal this 9th day of July, A.D. 1904.

her
Mary E. X Riggin (Seal)
mark

Witnes. Thos K. Whelton

Signed Sealed and delivered in the presence of us and each of us as attesting witnesses to the signature of above Testator on this 9th day of July, A.D. 1904.

his
Ananias R. X Crockett
mark

Mary A. Wharton

Somerset County, to wit: August 26th, 1904. Then came Harriet E. McGrath and in the presence of Almighty God, solemnly promised and declared that the foregoing instrument of writing is the true and whole last will and testament of Mary E. Riggin, 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 Thomas Dixon,

Register of Wills for Somerset County

Somerset County, to wit: August 26th 1904. Then came Ananias R. Crockett and Mary A. Wharton, the subscribing witnesses to the foregoing last Will and Testament of Mary E. Riggin, late of Somerset County, deceased, and together in the presence of Almighty God solemnly promised and declared that they did see the Testatrix therein named, sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament. That at the timre of her so doing, she was to the best of each,of their apprehensions of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract, and that they subscribed their names as witnesses to this Will in the presence, and at the request of the Testatrix and in the presence of each other.

Before Thomas Dixon,

Register of Wills for Somerset County.

Recorded in Liber H.H.D. No. 6 Folios 472 &c.

Test: Thomas Dixon, Reg. W.S.Co.

State of Maryland

Somerset County, ss.

I, Florence E. Dryden Register of Wills and by law keeper of the Seal and of the Records and of the Original Papers of the 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 Mary E. Riggin, late of said county, deceased, taken from Liber H.H.D. No.6 folios 472 &c. the same being one of the Records kept in the office of the Register of Wills for Somerset County.

In Testimony Whereof I hereunto subscribe my name and affix the Seal of said Court, this twenty-seventh day of May in the year of our Lord, nineteen hundred and forty-eight.

Seal of Court

Florence E. Dryden

Register of Wills for Somerset County

February 12, 1958

Lionel Bennett
Attorney at Law
Crisfield, Maryland

Dear Sir:

I hereby authorize you to use my name as next friend of my daughter, Tamara T. Tawes, in an action to partition certain lands in the city of Crisfield, Somerset County, Maryland, in which it is contemplated that she will be a plaintiff.

Yours truly,

Iva Jean Tawes

And on the 13th day of February in the year Nineteen Hundred and Fifty-Eight, the following subpoena with its return thereon, is in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:
SEAL OF COURT

To Dora Tawes
Crisfield, Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of March next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Effie L. McGrath, Crisfield, Md., Elaine McGrath Walters, Crisfield, Md., Lillian McGrath, Crisfield, Md., James McGrath, Gautier, Miss., Iva Jean Tawes, Crisfield, Md., Tamara T. Tawes, Crisfield, Md. and infant under the age of twenty-one years, by Iva Jean Tawes, her next friend.

against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 6th day of January Nineteen Hundred and fifty-eight.

Issued the 13th day of February 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Lionel Bennett

Address Crisfield, Maryland

Grace J. Barnes, Clerk

RETURN: "Summoned and copy of Subpoena and Bill of Complaint left with Defendant 2/15/58."

Isaac H. Dorsey, Sheriff

And thereafter, on the 20th day of March in the year nineteen hundred and fifty-eight, was filed in Court here, an Order, which said Order is in the words following, to wit:

Effie L. McGrath, Crisfield, Maryland et al : In Equity No. 7391

vs. : In the Circuit Court for

Dora Tawes, Crisfield, Maryland : Somerset County, Maryland

MADAM CLERK:

Please enter my appearance for the Defendant in the above entitled case.

Wade D. Ward
Solicitor for Defendant

And on the same day was filed in Court here, an ANSWER, which said Answer is in the words following, to wit:

Effie L. McGrath, Crisfield, Maryland et al : In Equity No. 7391

vs : In the Circuit Court for

Dora Tawes, Crisfield, Maryland : Somerset County, Maryland

To the Honorable, theJudges of said Court:

The answer of Dora Tawes, by Wade D. Ward, her Attorney, to the Bill of Complaint of Effie L. McGrath, et al against her in this Court, exhibited.

The Defendant admits the matters and facts set forth in said Bill of Complaint and consents to the passage of said decree as may be right in the premises, waive right to be notified of the testimony of this case, and further consent to the immediate sale of the property described in these papers.

Wade D. Ward
Solicitor for Defendant

I hereby certify that I have sent a copy of the above Answer to Lionel Bennett, Solicitor for the Plaintiff, at his office in Crisfield, Maryland, by registered U.S. Mail, postare prepaid, this 20th day of March, 1958.

Wade D. Ward
Solicitor for Defendant

And thereafter, on the 26th day of March in the year nineteen hundred and fifty-eight, was filed in Court here, TESTIMONY, which said Testimony is in the words following, to wit:

Effie L. McGrath, et al. : In Equity No. 7391

vs : In the Circuit Court for

Dora Tawes, : Somerset County, Maryland

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I, Benson W. Sterling, 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 25th day of March, 1958, in Somerset County aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. LIONEL BENNETT:

Elaine McGrath Walters, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:

Q. Please state your name and residence.
A. My name is Elaine McGrath Walters and I reside in Crisfield, Maryland.

Q. Are you the Elaine McGrath Walters who is one of the plaintiffs in this action?
A. I am.

Q. Will you please described the property described in the bill of complaint?
A. This property is a lot fronting 300 feet on Maple Street in the City of Crisfield and extends back approximately 300 feet to a point. The property is triangular in shape. It has a very old dilapidated house on it that is worthless. The assessed valuation of said piece is $800.00.

Q. Can this property be divided between the parties to this action?
A. No.

Q. Do you believe that in order to make a division of your respective interests it will be necessary that the real estate be sold and the proceeds be divided between you?

A. Yes, it will.

Q. Do you believe that a sale of the premises would be advantageous to all parties concerned?

A. Yes, I believe it would.

COURT'S QUESTION:

A. No sir.

s/Benson W. Sterling Elaine McGrath Walters

Rachel M. Cox, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:

Q. Please state your name, residence and occupation.

A. My name is Rachel M. Cox. I reside in Crisfield, Maryland, and I am engaged in the real estate and insurance business.

Q. Are you familiar with the value of the land in the vicinity of the premises described by the previous witness?

A. I am.

Q. Have you made appraisals heretofore of such property?

A. I have.

Q. At my request, did you make an appraisal of the premises mentioned above?

A. I did.

Q. Will you please describe this property?

A. This property is a lot fronting 300 feet on Maple Street in the City of Crisfield and extends back approximately 300 feet to a point. The property is triangular in shape. It has a very old dilapidated house on it that is worthless. The assessed valuation of said piece is $800.00.

Q. Have you formed an opinion of the fair market value of this property?

A. Yes.

Q. What is the fair market value of the premises in your opinion?

A. $1,500.00.

COURT'S QUESTION:

A. No, sir.

s/Rachel M. Cox

s/Benson W. Sterling

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

Bill of Costs:

Examiner $10.00

Witness my hand and seal.

Benson W. Sterling seal
Examiner in Chancery

And afterwards, to wit, on the seventh day of April in the year nineteen hundred and fifty-eight, was filed in the Circuit Court here, a DECREE, which said Decree is in the words following, to wit:

In the Matter of Effie L. McGrath Et al.	:	In Equity No. 7391
vs	:	In the Circuit Court for
Dora Tawes	:	Somerset County, Maryland

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

It is thereupon this 7th day of April, 1958, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the real estate in the proceedings mentioned be sold; and it is further

Ordered, adjudged and decreed that Lionel Bennet and Wade D. Ward be and they are hereby appointed trustees to make such sale and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of $1,500.00 if corporate of $3,000.00 if private surety conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having

given at least three weeks notice by advertisement inserted in some newspaper published in the City of Crisfield, Somerset County, as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

A cash deposit of 10% of the purchase price a t the time of sale and the balance in cash upon final ratification of sale by the Circuit Court for Somerset County, taxes, water rent, and all other public charges, if any, to be adjusted to the date of settlement and as soon as may be convenient after such sale or sales, the said trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the trust thereof and of the fairness of said sale; and oh obtaining this Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustees will, 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, plaintiffs and defendants, and those claiming by, from, or under them, or of them; and the said trustees will 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 trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

E. McMaster Duer
Judge

And thereupon on the 24th day of April in the year nineteen hundred and fifty-eight, was filed in Court here, a Trustee's Bond, which said Trustee's Bond, is on the words following, to wit:

Effie L. McGrath, et al.	:	In Equity No. 7391
vs	:	In the Circuit Court for
Dora Tawes	:	Somerset County, Maryland

BOND

KNOW ALL MEN BY THESE PRESENTS that we, Lionel Bennett and Wade D. Ward, Crisfield, Maryland as Principals and, Pennsylvania Threshermans & Farmers Mutual Casualty Insurance Company, a corporation of the State of Pennsylvania as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of $1,500.00 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 heris, executors, administrators, suecessors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 14th day of April, 1958

WHEREAS THE ABOVE BOUNDEN Lionel Bennett and Wade D. Ward by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County have been appointed trustees to sell property located in Somerset County on Maple Street in the City of Crisfield, Maryland mentioned in the proceedings in the case of Effie L. McGrath, et al. versus Dora Tawes, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Lionel Bennett and Wade D. Ward do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Lula Mae Dize

Wade D. Ward Seal

Lionel Bennett Seal

Pennsylvania Threshermans & Farmers Mutual Casualty Insurance Company
By H. E. Triplett
Attorney-in-fact (Corporate Seal)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Harrisburg, Pennsylvania, does thereby nominate, constitute and appoint H. E. Triplett its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal, and deliver for and on its behalf As surety, and as its act and deed Any and all bonds and undertakings

This appointment may be revoked at any time by the Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Harrisburg, Pennsylvania.

This Power of Attorney is executed by authority of a resolution adopted by the Board of Directors of said Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company on October 8, 1953 at Harrisburg, Pennsylvania, a true and accurate copy of which is hereinafter set forth and is hereby certified to be the under-signed Secretary or Assistant Secretary as being in full force and effect:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof, and any such officer of the Company may appoint agents for any purpose of purposes."

In Testimony Whereof, the Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of December 1956.

PENNSYLVANIA THRESHERMEN & FARMERS' MUTUAL CASUALTY INSURANCE COMPANY

(SEAL) By R. L. Shaffer Secretary

Attested and Certified

Alfred B. Smith, Assistant Secretary

Commonwealth of Pennsylvania } ss
County of Dauphin

I, C. Woodrow Klaybaugh a Notary Public, do hereby certify that H. L. Shaffer and Alfred B. Smith personally known to me to be the same persons whose names are respectively as Secretary and Assistant Secretary of the Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company, a Corporation of the Commonwealth of Pennsylvania, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

C. Woodrow Klaybaugh Notary Public

My commission expires
November 20, 1960

CERTIFICATION

I, Alfred B. Smith, Assistant Secretary of the Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company, do hereby certify that the attached Power of Attorney dated December 1, 1956 on behalf of H. E. Triplett is a true and correct copy and that the same

has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said R. L. Shaffer and Alfred B. Smith who executed the Power of Attorney as Secretary and Assistant Secretary respectively were on the date of the execution of the Attached Power of Attorney the duly elected Secretary and Assistand Secretary of the Pennsylvania Threshermen & Farmers' Mutual Casualty Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Pennsylvanie Threshermen & Farmers' Mutual Casualty Insurance Company on this 14th day of April 1958.

Alfred B. Smith Assistant Secretary

The within Bond Approved.

Test: Grace J. Barnes, Clerk

And thereafter, on the 5th day of May in the year nineteen hundred and fifty eight, was filed in Court here, Report of Sale, Order Nisi, Final Order, which said Report of Sale, Order Nisi, and Final are in the words following, to wit:

Effie L. McGrath, et al	:	In Equity No. 7391
vs	:	In the Circuit Court for
Dora Tawes	:	Somerset County, Maryland

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Lionel Bennett and Wade D. Ward, trustees appointed by this Court by order herein dated April 7, 1957, respectfully represents to your Honors that after giving bond with security approved by the Clerk of this Court forthe faithful performance of the trust so reposed in them by said order, and having given at least four weeks notice of the time, place, manner and terms of sale by advertisement in The Crisfield Post, a weekly newspaper published in the City of Crisfield, Somerset County, for four successive weeks before the day of the sale, they did pursuant to said notice attend at the steps of the Post Office at Crisfield, Maryland, on the 3rd day of May, 1958, at two o'clock p.m. and then and there proceeded to sell the property described in the bill of complaint, to wit:

All that lot of land in the City of Crisfield, Somerset County, Maryland, described in item first of the last will and testament of Mary E. Riggin, deceased, dated July 9, 1904, which was admitted to probate by the Orphans Court of Somerset County on August 26, 1904, and recorded in Liber HHD No. 6 at folios 472 et seq. and which is described therein as being and lying on the north side of the street running from the store then of John R. Milbourn to the land then of Isaac C. Sterling, said street being Maple Street in the City of Crisfield, Somerset County, Maryland.

And sold the same to Matthew Walters and Elaine McGrath Walters, his wife, they being the highest bidder therefore at and for the sum of $350.00, and the purchasers have complied with the terms of sale.

Respectfully submitted,

s/ Lionel Bennett

s/ Wade D. Ward

Lionel Bennett and Wade D. Ward, Trustees

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 5th day of May, 1958, before me, the subscribed, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Lionel Bennett and Wade D. Ward, trustees named in the aforegoing report of sale, and made

oath in due form of law that the matters and things therein stated are true to the best of their knowledge and belief and that the sale therein mentioned and reported was fairly made.

As witness my hand and notarial seal the day and year first above written.

Lula Mae Dize
Notary Public

Seal of Notary

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary be shown on or before the 11th day of June, 1958, provided a copy of this order be printed in some weekly newspaper in Somerset County once in each of three successive weeks before the 26th day of May 1958.

The report states the amount of sale to be $350.00.

Grace J. Barnes
Clerk

True Copy Test:
Grace J. Barnes, Clerk

CLAIM OF ELAIN McGRATH WALTERS

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

On this 5th day of May, A.D. 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for said Somerset County, personally appeared Elaine McGrath Walters and made oath in due form of law, that she believes the money, goods, merchandise, effects or chattels, charged in the annexed itemized account, were bona fide delivered as charged, and that to the best of her knowledge and belief the amount charged is due; and that SHE has not, to the best of her knowledge and belief, received any payment or satisfaction for the articles therein charged more than credit is duly given for, in and appearing on the said account; nor has she received any security for the same; and that the amount charged and claimed is justly due according to the best of her knowledge and belief. And further the affiant states that the defendant is not in the Military Service as defined in the Soldiers and Sailors Relief Act of 1940.

WITNESS my hand and official seal Lionel Bennett Notary Public

Seal of Notary

To Elaine McGrath Walters from Estate of Harriett E. McGrath and Susan Tawes, for taxes paid as follows:

State and County Tax for 1950	$11.67
State and County Tax for 1951	12.98
State and County Tax for 1952	14.39
State and County Tax for 1953	13.68
Total	$52.72

See tax receipts annexed.

FINAL ORDER

Ordered by this Court this 12 day of June 1958, that the sale made and reported by the Trustees herein be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

E. McMaster 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: Grace J. Barnes Clerk

"""

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in May, being the 5th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-seven.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge.

Hon. E. McMaster Duer, Associate Judge.

Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

B-3. Manie Pusey, Crisfield, Maryland
B-4. Arthur Cox, Crisfield, Maryland
C-1. Manie Cox, Crisfield, Maryland
C-2. William S. Cox, Crisfield, Maryland
C-3. Madeline C. Cullen, Crisfield, Maryland
C-4. Kathleen C. Ward, Crisfield, Maryland
E-3. Joseph S. McGrath, Crisfield, Maryland
E-4-b. Sarah Andrews, Pocomoke City, Maryland
E-4-c. Ruth E. Young, Pocomoke City, Maryland
E-4-d. Robert Lee McGrath, 2226 Hawthorne Road, Baltimore 20, Maryland
E-4-e. Addie Mae Lawson, Crisfield, Maryland
E-4-f. Kathryn Lankford, Marion Station, Maryland
E-4-g. Mary Lou Thomas, LaVale, Cumberland, Maryland
E-4-h. Mae McGrath, Crisfield, Maryland
E-6. Hammond W. McGrath, Crisfield, Maryland
F. Algie B. Cox, Marumsco, Maryland

Plaintiffs

vs.

B-1-a. Kathryn Lorenzi, New Castle Hill, New Castle, Delaware
B-2. Cecelia C. Spencer, 28 Bahama Circle, Tampa, Florida
D-1. Evelyn Hinman, 1822 Pine Street, Philadelphia, Pennsylvania
D-2. Thomas Hinman, 1097 Elmwood Avenue, Buffalo, New York
E-1. Retta M. Neal, Engelhard, North Carolina
E-2. Lena Roper, Pilot Mountain, North Carolina
E-4a1. James McGrath, Seaford, Delaware
E-4a2. Jean Powell Stevens, Seaford, Delaware
E-5. Della Carey, 7714 Rock Creek Road, Richmond, Virginia
E-7. Maurice McGrath, Menlo Park, New Jersey
E-8-a. Margaret Lou Hughes, Stanley Drive, Fernandina, Florida
and all unknown children, descendants, heirs at law, legatees, distributees, devisees, next of kin, widows and widowers, and personal representatives whether resident of theState of Maryland or not, of any of the above named persons who may be deceased, any any and all unknown persons whether of the State of Maryland or not or bodies corporate who may be interested or may claim interest in the lands and premises sought to be sold and particularly mentioned and described in this bill of complaint.

Defendants

Be it remembered that heretofore, to wit, on the Ninth day of May, in the year Nineteen Hundred and Fifty-eight, a certain Lionel Bennett, Attorney of Somerset County and State of Maryland, for and on behalf of Manie Pusey, et al, exhibited and filed in the Circuit Court here, a Bill of Complaint, Affidavit, Exhibit "A" and Order of Publication, which said Bill of Complaint, Affidavit, Exhibit "A" and Order of Publication, are in the words following to wit:

B-3	Manie Pusey, Crisfield, Maryland	: No. 7364 Chancery
B-4	Arthur Cox, Crisfield, Maryland	:
C-1	Manie Cox, Crisfield, Maryland	:
C-2	William S. Cox, Crisfield, Maryland	: In the Circuit Court
C-3	Madeline C. Cullen, Crisfield, Maryland	:
C-4	Kathleen C. Ward, Crisfield, Maryland	: For Somerset County,
E-3	Joseph S. McGrath, Crisfield, Maryland	:
E-4-b	Sarah Andrews, Pocomoke City, Maryland	: Maryland
E-4-c	Ruth E. Young, Pocomoke City, Maryland	:
E-4-d	Robert Lee McGrath, 2226 Hawthorne Road, Baltimore 20, Maryland	:
E-4-e	Addie Mae Lawson, Crisfield, Maryland	:
E-4-f	Kathryn Lankford, Marion Station, Maryland	:
E-4-g	Mary Lou Thomas, LaVale, Cumberland, Maryland	:
E-4-h	Mae McGrath, Crisfield, Maryland	:
E-6	Hammond W. McGrath, Crisfield, Maryland	:
F	Algie B. Cox, Marumsco, Maryland	:
	Plaintiffs	:
	VS.	:
B-1-a	Kathryn Lorenzi, New Castle Hill, New Castle, Delaware	:
B-2	Cecelia C. Spencer, 28 Bahama Circle, Tampa, Florida	:
D-1	Evelyn Hinman, 1822 Pine Street, Philadelphia, Pennsylvania	:
D-2	Thomas Hinman, 1097 Elmwood Avenue, Buffalo, New York	:
E-1	Retta M. Neal, Engelhard, North Carolina	:
E-2	Lena Roper, Pilot Mountain, North Carolina	:
E-4a1	James McGrath, Seaford, Delaware	:
E-4a2	Jean Powell Stevens, Seaford, Delaware	:
E-5	Della Carey, 7714 Rock Creek Road, Richmond, Virginia	:
E-7	Maurice McGrath, Menlo Park, New Jersey	:
E-8-a	Margaret Lou Hughes, Stanley Drive, Fernandina, Florida	:

and all unknown children, descendants, heirs at law, legatees, distributees, devisees, next of kin, widows and widowers, and personal representatives whether resident of the State of Maryland or not, of any of the above named persons who may be deceased, any any and all unknown persons whether of the State of Maryland or not or bodies corporate who may be interested or may claim interest in the lands and premises sought to be sold and particularly mentioned and described in this bill of complaint.

Defendants

. . . . . .

To the Honorable, the Judges of said Court:

Your orators, complaining, say:

1. That William H. Cox died in the County of Somerset on on August 12, 1912.

2. That the said William H. Cox at the time of his death was seized and possessed in fee simple of considerable lands and premises in Brinkleys Election District, Somerset County, Maryland on the north side of Pocomoke Sound the title to which he acquired by a certain deed dated September 5, 1908 and recorded among the land records of Somerset County in Liber SFD No. 40 at folio 395 et seq. A duly certified copy of said deed is annexed hereto and made a part hereof marked Exhibit "A".

3. That the said William H. Cox died in testate leaving him surviving the following children as his sole heirs at law:

A. William Daniel Cox

B. Sidney T. Cox

C. Nathaniel Cox

D. Lula C. Hinman

E. Sarah E. McGrath

F. Algie B. Cox

4. That (A) William Daniel Cox died on December 10, 1950, in Somerset County, Maryland whose last will and testament was admitted to probate by the Orphans' Court for Somerset County on That by the terms of said last will and testament William Daniel Cox , all his property was bequeathed to (C2) William S. Cox.

5. That (B) Sidney T. Cox died intestate leaving surviving him as his sole heirs at law the following children:

B-1 Catherine C. Lotman

B-2 Cecelia C. Spencer

B-3 Manie Pusey

B-4 Arthur Cox

That (B-1) Catherine C. Lotman died intestate leaving surviving as her sole heir at law her daughter (B-1a) Kathryn Lorenzi.

6. That (C) Nathaniel Cox died intestate leaving as his sole heirs at law, his widow (C-1) Manie Cox and three childredn, (C-2) William S. Cox, (CQ2 Madeline C. Cullen and (C-4) Kathleen C. Ward.

7. That (D) Lula C. Hinman died intestate leaving surviving her two children, (D-1) Evelyn Hinman and (D-2) Thomas Hinman.

8. That (E) Sarah E. McGrath died intestate leaving surviving the following children (E-1) Retta M. Neal, (E-2) Lena Roper, (E-3) Joseph McGrath, (E-4) John McGrath, (E-5) Della Carey, (E-6) Hammond W. McGrath, (E-7 Maurice McGrath and (E-8) Bessie Bozman. That (E-4) John McGrath died intestate leaving surviving, his widow (E-4h) Mae McGrath and the following children: (E-4a) John McGrath Jr., (E-4b) Sarah Andrews, (E-4c) Ruth E. Young, (E-4d) Robert Lee McGrath, (E-4e) Addie Mae Lawson, (E-4f) Kathryn Lankford, and (E-4g) Mary Lou Thomas. That (E-4a) John McGrath, Jr. died intestate leaving surviving a son (E-4a1) James McGrath, an infant, and a widow (E-4a2) Jean Powell Stevens.

9. That (E-8) Bessie Bozman died intestate leaving her surviving a daughter (E-8a) Margaret Lou Hughes.

10. It is unknown to the complainant whether or not there are other heirs now living of the said William H. Cox, deceased, and all such whereever they may be are made parties hereto and are called upon to file their answers to the bill of complaint and as it is not without doubt that in some instances there may be other persons unknown to your orators who may claim rights or interests therein and your orators has therefore made parties as defendants herein "any and all unknown children, descendants, heirs at law, legatees, distributees, devisees, next of kin, widows and widowers, and personal representatives whether resident of the State of Maryland or not of any of the respondents named in this bill of complaint who may be deceased" as well as "any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in or may claim interest in the lands and premises sought to be sold and particularly mentioned and described herein."

11. That the said lands, tenements, or hereditaments, or right, interest, or estate thereon cannot be divided without loss or injury to the parties interested and that in order to make division of said interests, it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

Wherefore, the complainants pray:

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 among the parties who may be found in interest therein according to their several 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 order of publication giving notice to (B-1-a) Kathryn Lorenzi; New Castle Hill, New Castle, Delaware; (B-2) Cecelia C. Spencer, 28 Bahama Circle, Tampa, Florida; (D-1) Evelyn Hinman, 1822 Pine Street, Philadelphia, Pennsylvania; (D-2) Thomas Hinman, 1097 Elmwood Avenue, Buffalo, New York; (E-1) Retta M. Neal, Engelhard, North Carolina; (E-2) Lena Roper, Pilot Mountain, N. C.; (E-4-a-1) James McGrath, Seaford, Delaware; E-4-a-2) Jean Powell Stevens, Seaford, Delawnre; (E-5) Della Carey, 7714 Rock Creek Road, Richmond, Virginia; (e-7) Maurice McGrath, Menlo Park, New Jersey; (E-8-a) Margaret Lou Hughes, Stanley Drive, Fernandina, Florida who are non-residents of this state, of the object and substance of this bill, and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause, if any they may have, why a decree ought not to pass as prayed.

And as in duty bound, etc.

William S. Cox
One of the plaintiffs

Lionel Bennett
Solicitor for complainants
Crisfield, Maryland

AFFIDAVIT

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 9th day of October, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared William S. Cox, one of the plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of his knowledge and belief and that the said defendants are not in the military service of the United States as defined by the Soldiers and Sailors Relief Act of 1940, and as defined by Chapter 710 of the Acts of the General Assembly of Maryland, 1941 Session.

SEAL OF NOTARY

Erma H. Coulbourne
Notary Public

EXHIBIT "A"

DEED

WM. H. COX

FROM

LUTHER T. MILES, COLLECTOR ET AL.

This Deed, Made this 5th day of September, in the year nineteen hundred and eight, by Luther T. Miles, Jr., Collector of State and County taxes for the Third Collection District of Somerset County, for the years 1902 and 1903, and Sidney T. Cox and Clara Cox his wife, of Somerset County, and State of Maryland, Witnesseth, Whereas in the month of June, in theyear 1902, the County Commissioners of Somerset County, made the annual levy of State and County taxes, on the taxable property in said County, and whereas as soon as said levy was way made, the said County Commissioners gave public notice thereof by advertisement in the Marylander & Herald and the Crisfield Times, two weekly newspapers published in said County, and whereas the said County Commissioners appointed the said Luther T. Miles, Jr. Collector of State and County taxes for the Third Collection District of Somerset County, for the year 1902 and whereas the said Luther T. Miles, Jr. accepted said appointment and executed the bonds required by law, which were duly approved by said County Commissioners, and recorded in the Office of the Clerk of the Circuit Court for Somerset County; and whereas the Clerk and Treasurer of said County Commissioners delivered to the said Luther T. Miles, Collector as aforesaid a complete and exact copy of the assessment for said Collection District, showing the aggregate assessment of every person, corporate institution or set of persons, alphabetically arranged, as the same appeared on the assessment books of the said collection district, together with a certified copy of the rule, and resolution, of the said County Commissioners making said levy; and whereas in the month of January in the year 1903, the said Luther T. Miles, Jr. collector aforesaid did sit for two days at the principal two or convenient place of resort, in said Collection District for the purpose of receiving taxes, after due notice of said sitting had been given by said County Commissioners, and whereas by the said levy the said County Commissioners did levy and assess upon the property, assessed to William H. Cox, in Brinkleys Election District, in said County, the same being in said Collection District, the sum of ninety one cents (.91) State taxes and six dollars and seven cents ($6.07) County taxes; and whereas said State and County taxes were due and in arrears and unpaid, on the first day of January in the year 1903; and whereas said taxes so as aforesaid levied against said William H. Cox being due and in arrears as aforesaid, the said Luther T. Miles, Collector as aforesaid did after said first day of January 1903, deliver to said William H. Cox, the amount of his assessment and the payments due thereon to 1902, and whereas the said taxes not having been paid on or before the 15th day of June, in the year 1903, the said Luther T. Miles, Collector as aforesaid did after said date publish a list of all delinquents in said Colllection District, together with the amount of taxes, State and County, due and payable by each delinquent, in the Marylander andHerald and the Crisfield Republican, two newspapers of opposite political parties printed and published in said County, giving the same two consecutive weekly insertions; and whereas among the list of delinquents so published appeared the name of William H. Cox, with the amount of State and County taxes due from him. And whereas in the month of June, 1903, the County Commissioners of Somerset County, made the annual levy of State and County taxes on the taxable property in said County, and whereas as soon as said levy was made the said County Commissioners gave public notice thereof by advertisement in the Marylander and Herald and the Crisfield times, two weekly newspapers published in said County; and whereas the said County Commissioners appointed the said Luther T. Miles, Jr., Collector of State and County taxes for the year 1903; and whereas the said Luther T. Miles, Jr., accepted said appointment and executed the bonds required by law, which were duly approved by said

County Commissioners and recorded in the office of the Clerk of the Circuit Court for Somerset County; and whereas, the Clerk and Treasurer of said County Commissioners, delivered to the said Luther T. Miles, Collector aforesaid a complete and exact copy of the assessment for the said collection District, showing the aggregate assessment of every person, corporate institution or set of persons, alphabetically arranged, as the same appeared on the assessment books of the said Collection District, together with a certified copy of the rule, and resolution of the said County Commissioners making said Lvey: and whereas in the month of January, in the year 1904, the said Luther T. Miles, Jr. Collector aforesaid did sit for two days at the principal town or convenient place of resort in said Collection District, for the purpose of receiving taxes, after due notice of said sitting had been given by said County Commissioners, and whereas by said levy the said County Commissioners did levy and assess upon the property assessed to William H. Cox, in Brinkleys District, in said County, the same being in said Collection District, the sum of ninety one cents (.91) State Taxes, and Five Dollars and Sixty nine cents County Taxes, and whereas said State and County Taxes were due and in arrears and unpaid on the first day of January, in the year 1904, and whereas said taxes so as aforesaid levied against said William H. Cox, being due and in arrears as aforesaid, the said Luther T. Miles, Collector as aforesaid did after said first day of January, 1904, deliver to said William H. Cox, the amount of his assessment and the taxes due thereon for the year 1903, and whereas the said taxes not having been paid on or before the fifteenth day of June in the year 1904, the said Luther T. Miles, Collector aforesaid, did after said date publish a list of all delinquents in said Collection District, together with the amount of taxes State and County, due and payable by each delinquent in the Marylander & Herald and the Crisfield Republican, two newspapers, of opposite political parties printed and published in said County, giving the same two consecutive weekly insertions; and whereas among the list of delinquents so published appeared the name of William H. Cox, with the amount of State and County taxes due from him, and whereas the said State and County taxes, for the said years 1902 and 1903, being still due and in arrears and unpaid for more than sixty days, from the last publication of the said list of delinquents in said newspapers, and the said William H. Cox, the delinquent from whom said State and County taxes were due and owing for said years not owning any personal property, in said County sufficient to pay said taxes, the said Luther T. Miles, Collector, aforesaid, did on or about the 15th day of February, in the year 1906, seize and levy upon all that tract of land in Brinkleys Election District, Somerset County, Maryland, known as "Henry's on Cox's Bay Shore" bounded on the south by the Pocomoke Sound, on the West by Marumsco Creek, on the North by the land of George E. Davis, and on the East by the land called the "Revelle Tract" and containing four hundred and forty five (445) acres, more or less, which was conveyed to the Pocomoke Bay Oyster Company by William L. Haines and wife, by deed dated the 28th day of October, 1884, and recorded among the land records of said County, in Liber H.P.L. No. 2, folios 12 etc., and being the same land assessed to the said William H. Cox, on the assessment books of said Election District, for the said years 1902 and 1903, to satisfy and pay the State and County taxes levied against the property so assessed to said William H. Cox for said years, together with the interest and costs thereon; and whereas the said taxes so assessed being still due and in arrears and unpaid the said Luther T. Miles, Collector aforesaid, after giving twenty one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said County and also by notice stuck up at the Court House Door of said County, in the Town of Princess Anne, in said County did in pursuance of said notice on Tuesday, the 20th day of March in the year 1906 at the hour of 11 o'clock A. M. proceed to sell at public auction, the property so levied upon fro the taxes and interest and costs aforesaid and sold the same to Sidney T. Cox,

he being the highest bidder therefor at and for the sum of Forty Two Dollars and Seventy Cents ($42.70); and whereas the said sale has been duly reported to and finally ratified by the Circuit Court for Somerset County, in Equity, and said purchase money has been fully paid as will appear by reference to the proceedings in No. 2468 on the Chancery Docket of said Court, which said proceedings are hereby made a part of this deed. And whereas since the aforesaid Collector's sale the said Sidney T. Cox and Clara Cox his wife for value received, as is hereby acknowledged, have agreed to convey said property unto William H. Cox. Now therefore this deed witnesseth, that in consideration of the premises and of the sum of one dollar in hand paid the said Luther T. Miles, Jr. Collector aforesaid and Sidney T. Cox and Clara Cox his wife do hereby grant and convey unto the said William H. Cox, his heirs and assigns, forever, all that lot or parcel of land, herein before mentioned and described, together with the improvements thereon and appurtenances thereto belonging. As witness the hands and seals of the said Luther T. Miles, Jr., Collector aforesaid and Sidney T. Cox and Clara Cox the day and year first above written.

John C. Wilson Witness:-

Luther T. Miles, Jr. (SEAL)
Sidney T. Cox (SEAL)
Clara Cox (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of September in the year nineteen hundred and eight, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Luther T. Miles, Collector aforesaid and acknowledged the aforegoing deed to be his deed and act.

John C. Wilson, J. P.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 25th day of September in the year nineteen hundred and eight, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Somerset County aforesaid, personally appeared Sidney T. Cox, and Clara Cox, his wife, and each Acknowledged the aforegoing deed to be their respective deed and act.

John C. Wilson, J. P.

Received for Record 6th Oct. 1908 and recorded in Liber S.F.D. No. 49 Folio 395 &c, one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk

Exd., Ext. & Delivered to John B. Robins 2/28/26.

STATE OF MARYLAND, SOMERSET COUNTY, To Wit:-

I, Benjamin L. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a Deed from Luther T. Miles, Collector et al. to William H. Cox and recorded in Liber S.F.D No. 49, Folio 395 et seq., one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this Twenty-third day of September, in the year Nineteen Hundred and Fifty-seven.

SEAL OF COURT

Benjamin L. Barnes
Clerk of the Circuit Court for Somerset County, Maryland

ORDER OF PUBLICATION

Manie Pusey, et al
Crisfield, Maryland

vs.

Kathryn Lorenzi, et al
New Castle Hill,
New Castle, Delaware

No. 7364 Chancery

In the Circuit Court for

Somerset County, Maryland

The object of this proceeding is to procure a decree for the sale of premises situated in Brinkleys Election District, Somerset County, Maryland on the north side of Pocomoke Sound, formerly owned by the late William H. Cox.

The Bill alleges:

1. That William H. Cox died in the County of Somerset on August 12, 1912.

2. That the said William H. Cox at the time of his death was seized and possessed in fee simple of considerable lands and premises in Brinkleys Election District, Somerset County, Maryland on the north side of Pocomoke Sound the title to which he acquired by a certain deed dated September 5, 1908 and recorded among the land records of Somerset County in Liber SFD No. 40 at folion 305 et seq. A duly certified copy of said deed is annexed hereto and made a part hereof marked Exhibit "A".

3. That the said William H. Cox died intestate leaving him surviving the following childred as his sold heirs at law:

A. William Daniel Cox

B. Sidney T. Cox

C. Nathaniel Cox

D. Lula C. Hinman

E. Sarah E. McGrath

F. Algie B. Cox

4. That (A) William Daniel Cox died on December 10, 1950, in Somerset County, Maryland whose last will and testament was admitted to probate by the Orphans' Court for Somerset County on September 16, 1957. That by the terms of said last will and testament William Daniel Cox all his property was bequeathed to (C-2) William S. Cox.

5. That (B) Sidney T. Cox died intestate leaving surviving him as his sole heirs at law the following children:

B-1 Catherine C. Lotman

B-2 Cecelia C. Spencer

B-3 Manie Pusey

B-4 Arthur Cox

That (B-1) Catherine C. Lotman died intestate leaving surviving as her sole heir at law her daughter (B-1a) Kathryn Lorenzi.

6. That (C) Nathaniel Cox died intestate leaving as his sole heirs at law, his widow (C-1) Manie Cox and three children, (C-2) William S. Cox, (C-3) Madeline C. Cullen and (C-4) Kathleen C. Ward.

7. That (D) Lula C. Hinman died intestate leaving surviving her two children, (D-1) Evelyn Hinman and (D-2) Thomas Hinman.

8. That (E) Sarah E. McGrath died intestate leaving surviving the following children: (E-1) Retta M. Neal, (E-2) Lera Roper, (E-3) Joseph McGrath, (E-4) John McGrath, (E-5) Della Carey, (E-6) Hammond W. McGrath, (E-7) Maurice McGrath and (E-8) Bessie Bozman. That E-4) John McGrath died intestate leaving surviving, his widow (E-4h) Mae McGrath and the following children: (E-4a) John McGrath, Jr., (E-4b) Sarah Andrews, (E-4c) Ruth E. Young, (E-4d) Robert Lee McGrath, (E-4e) Addie Mae Laeson, (E-4f) Kathryn Lankford, and (E-4g) Mary Lou Thomas. That (E-4a) John McGrath, Jr. died intestate leaving durviving a son (E-4a1) James McGr th, an infant, and a widow (E-4a2) Jean Powell Stevens.

9. That (E-8) Bessie Bozman died intestate leaving her surviving a daughter (E-8a) Margaret Lou Hughes.

10. It is unknown to the complainant whether or not htere are other heirs now living of the said William H. Cox, deceased, and all such whereever they may be are made parties hereto and are called upon to file their answers to the bill of complaint and as it is not

without doubt that in some instances there may be other persons unknown to your orators who may claim rights or interests therein and your orators have therefore made parties as defendants herein "any and all unknown children, descendants, heirs at law, legatees, distributees, devisees, next of kin, widows and widowers, and personal representatives whether resident of the State of Maryland or not of any of the respondents named in this bill of complaint who may be deceased" as well as "any and all unknown persons whether resident of the State of Maryland or not, or bodies corporate who may be interested in or may claim interest in the lands and premises sought to be sold and particularly mentioned and described herein."

11. That the said lands, tenements, or hereditaments, or right, interest, or estate thereon cannot be divided without loss or injury to the parties interested and that in order to make division of said interests, it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

Wherefore, the complainants pray:

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 among the parties who may be found in interest therein according to their several interests.

c. That your orators may have such other and further relief as their case may require.

It is thereupon this 9th day of October, 1957, ordered by the Circuit Court for Somerset County, Maryland in Equity 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 2nd day of November, 1957 give notice to the unknown heirs of William H. Cox and all unknown children, descendants, heirs at law, legatees, distributees, devisees, next of kin, widows or widowers, and personal representatives, whether resident of the State of Maryland or not of any of the defendants named in the bill of complaint who may be deceased as well as any and all unknown persons whether resident of the State of Maryland or not or bodies corporate who may be interested in or may claim any interest in the lands and premises sought to be sold and particularly mentioned and described in the bill of complaint and all the defendants above named who are absent and who are not residents of the State of Maryland of the object and substance of this bill warning them to appear in this Court in person or by solicitor on or before the 18th day of November, 1957, to show cause, if any they have, why a decree ought not to be passed as prayed.

U. Elmer Brown
Acting Clerk of the Circuit Court
Somerset County, Maryland

And thereafter, on the Eleventh day of December, in the year Nineteen Hundred and Fifty-seven, a Petition and Order of Court were filed in Court here, which said Petition and Order are in the words following, to wit:

Annie Fusey, etal Plaintiffs		In Equity No. 7164
		In the Circuit Court for
vs.		Somerset County, Maryland
Kathryn Lorenzi, et al Defendants		

* * * * * * * * *

The petition of the plaintiffs respectfully showeth:

That the defendants in the cause have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

The plaintiffs therefore pray that the bill of complaint in this cause may be taken pro confesso against the said defendants and that the plaintiffs have leave to take testimony before one of the Standing Examiners of this Court.

Lionel Hamnett
Solicitor for Plaintiffs

ORDER

It appearing in the above entitled cause that the defendants have been duly summoned to appear to the bill of complaint in this cause but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court. It is thereupon this 11th day of December, 1957, 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 the plaintiffs have leave to take testimony before one of the Standing Examiners of this Court.

E. McMaster Duer
Judge

And thereafter, on the Eighteenth day of December, in the year Nineteen Hundred Fifty-seven, There was filed in Court here, Testimony, which said Testimony is in the words following, to wit:

Manie Pusey, et al Plaintiffs	:	In Equity No. 7364
	:	In the Cir cuit Court for
vs.	:	Somerset County, Maryland
Kathryn Lorenzi, et al Defendants	:	

. . . . . .

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I, Benson W. Sterling, 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 12th day of December, 1957, in Somerset County aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. LIONEL BENNETT:

Arthur Cox, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:-

Q. Please state your name and residence.
A. My name is Arthur Cox and I reside in Crisfield, Maryland.

Q. Are you the Arthur Cox who is one of the plaintiffs in this action?
A. I am.

Q. Will you please describe the property described in the bill of complaint?
A. This property is a tract of about 445 acres of marsh land on the Pocomoke Sound and Marumsco Creek.

Q. Can this property be divided between the parties to this action?
A. No.

Q. Do you believe that in order to make a division of your respective interests it will be necessary that the real estate be sold and the proceeds be divided between you?
A. Yes it will.

Q. Do you believe that it is in the best interest of all parties concerned that the premises be sold and the proceeds be divided?
A. Yes I believe it is.

COURT'S QUESTION:
A. No sir.

Benson W. Sterling — Arthur Cox

Rachel M. Cox, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:-

Q. Please state your name, residence and occupation.
A. My name is Rachel M. Cox. I reside in Crisfield, Maryland and I am engaged in the real estate and insurance business.

Q. Are you familiar with the value of the land in the vicinity of the premises described by the previous witness?
A. I am.

Q. Have you made appraisals heretofore of such property?
A. I have.

Q. At my request did you make an appraisal of the premises mentioned above?
A. I did.

Q. Will you please describe this property?
A. This property is a tract of about 445 acres of marsh land on the Pocomoke Sound and Marumsco Creek.

Q. Have you formed an opinion of the fair market value of this property?
A. Yes.

Q. What is the fair market value of the premises in your opinion.
A. $6,000.00.

COURT'S QUESTION:
A. No sir.

Benson W. Sterling

Rachel M. Cox

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

Bill of Costs:

Examiner $10.00

Witness my hand and seal.

Benson W. Sterling
Examiner in Chancery

And thereafter, on the Nineteenth day of December, in the year Nineteen Hundred and Fifty-seven, a Decree was filed in Court here, which said Decree is in the words following, to wit:

Manie Pusey, et al Plaintiffs	:	In Equity No. 7364
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Kathryn Lorenzi, et al Defendants	:	

. . . . . .

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

It is thereupon this 19th day of December, 1957, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the real estate in the proceedings mentioned be sold; and it is further

Ordered, adjudged and decreed that Lionel Bennett be and he is hereby appointed trustee to make such sale and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of six thousand dollars ($6,000.00) if corporate or twelve thousand dollars ($12,000.00) if private surety 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 some newspaper published in the City of Crisfield, Somerset County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

A cash deposit of 10% of the purchase price at the time of sale and the balance in cash upon final ratification of sale by the Circuit Court for Somerset County, interest to be paid on the unpaid principal to date of settlement, taxes, water rent, and all other public charges, if any, to be adjusted to the date of settlement and as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the trust thereof and of the fairness of said sale; and on obtaining this Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her, or their heirs the property and estate to him, her, or them sold free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from, or under them, or 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.

E. McMaster Duer
Judge

And thereafter, on the Twenty-eighth day of January, in the year Nineteen Hundred Fifty-eight, a Bond was filed in Court here, which said Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS:

That We LIONEL BENNETT, Rayfield Road, Crisfield, Maryland as principal, and UNITED STATES CASUALTY COMPANY a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100 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, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 24th day of January in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden LIONEL BENNETT by virtue of a decree of the Honorable Judge of the Circuit Court of Somerset County, has been appointed trustee to sell Property located in Somerset County for the sale of 455 acres of marsh land mentioned in the proceedings in the case of Hanie Pusey et al vs. Kathryn Lorensi, In Equity No. 7364 now pending in said Court:

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN Lionel Bennett do and shall well and faithfully perform the trust reposed in _____by said decree, or that may be reposed in_____by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Witness as to principal:

Erma Tyler
Signed, sealed and delivered
in the presence of
As to Surety:
William J. Seemiller

Lionel Bennett (SEAL)

CORPORATE SEAL

UNITED STATES CASUALTY COMPANY
by: W. T. Schumaker, (SEAL)
Attorney-in-Fact

POWER OF ATTORNEY

UNITED STATES CASUALTY COMPANY
60 John Street, New York 38, N.Y.

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED STATES CASUALTY COMPANY, a corporation of the State of New York, by F. M. Bullen, its Vice-President, and Conrad Wissel its Assistant Secretary, in pursuance of authority granted by a resolution duly passed by the Board of Trusteen of said Company at a meeting of that body, at which a quorum was present, held on the 27th day of January, 1949, at its office in the City of New York, State of New York, which resolution reads as follows:

"Whereas, it frequently becomes necessary for a representative of the Company to execute bonds or undertakings on behalf of the Company, which, for lack of time or some other cause, it is impracticable to have executed by the officers of the company:

THEREFORE BE IT RESOLVED, that the Chairman of the Board or the President or any Vice-President, by and with the concurrence of the Secretary or any Assistant Secretary, is hereby authorized to appoint and empower any representative of the Company as its Attorney-in-Fact to execute on behalf of the Company, as Surety, bonds or undertakings which the Company might execute through its officers."

does hereby nominate, constitute and appoint W. W. Moorhead, Earl R. Leibhart, William J. Seemiller and W. T. Schumaker of Philadelphia, Pennsylvania its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and

as its act and deed "Any and all bonds or undertakings of suretyship."

And when such bonds or undertakings shall have been duly executed pursuant hereto and the corporate seal affixed, they shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the duly elected officers of the Company in their own proper persons. The said Company hereby reserves unto itself, however, the absolute right to revoke this Power of Attorney at any time it may desire so to do.

The said Assistant Secretary does hereby certify that the foregoing copy of resolution is a true copy of the resolution passed by the Board of Trustees of said Company at its meeting held on the 27th day of January, 1949, as aforesaid, and that said resolution is still in force.

IN WITNESS WHEREOF, the said Vice-President and the said Assistant Secretary have hereunto subscribed their names and affixed the corporate seal of the said UNITED STATES CASUALTY COMPANY, this thirteenth day of December, A. D. 1957.

Attest: UNITED STATES CASUALTY COMPANY

(Seal)
Conrad Wissel (Signed) By F. M. Bullen
Assistant Secretary. Vice-President.

State of New York)
County of New York) ss.
City of New York)

On this 13th day of December, 1957, before me personally came F. M. Bullen residing at Bogota State of New Jersey, and Conrad Wissel residing at Florham Park State of New Jersey, to me known, who, being by me duly sworn, did depose and say that they reside as aforesaid; that they are the Vice-President and Assistant Secretary respectively of the United States Casualty Company, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal, and that it was affixed thereto by order of the Board of Trustees of said corporation; that they signed their names and official designations thereto by like order of the said Board of Trustees of said corporation; that each is familiar with the handwriting of the other; that the signatures subscribed to the foregoing instrument are genuine.

(Seal)
My commission expires Edward J. Colligan (Signed) Edward J. Colligan
Notary Public State of New York Notary Public.
Residing in Kings County
No. 24-5761500
Commission Expires March 30, 1958

CERTIFICATE

I, Conrad Wissel, Assistant Secretary of the United States Casualty Company, do hereby certify that the foregoing Power-of-Attorney is a true and correct copy of Power-of-Attorney issued to the above named agent and attorney-in-fact and that said Power-of-Attorney is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company this 24 day of January, A. D. 1958.

Conrad Wissel CORPORATE SEAL

The within Bond approved.
Grace J. Barnes, Clerk

And thereafter, on the Fifth day of February, in the year Nineteen Hundred and Fifty-eight, a Report of Sale, Order Nisi and final Order were filed in Court here, which said Report of Sale, Order Nisi and Final Order are in the words following, to wit:

Manie Pusey, et al Plaintiffs	:	In Equity No. 7364
vs.	:	In the Circuit Court for
Kathryn Lorenzi, et al Defendants	:	Somerset County, Maryland

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Lionel Bennett, trustee appointed by this Court by order herein dated December 19, 1957, 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 reposed in him by said order, and having given at least four weeks notice of the time, place, manner and terms of sale by advertisement in the Crisfield Post, a weekly newspaper published in the City of Crisfield, Somerset County, for four successive weeks before the day of the sale, he did pursuant to said notice attend at the steps of the Post Office at Crisfield, Maryland, on the 1st day of February, 1958, at two o'clock p.m. and then and there proceeded to sell the property described in the bill of complaint, to wit:

All that lot of land in Brinkley's Election District, Somerset County, Maryland, on the north side of Pocomoke Sound which was conveyed to the late William H. Cox by deed dated September 5, 1908 and recorded among the land records of Somerset County in Liber SFD No. 40 at folio 395 et seq., the premises consisting of about 445 acres of marsh land on the Pocomoke Sound and Marumsco Creek.

And sold the same to Mitchell W. Bonneville, he being the highest bidder therefore at and for the sum of five thousand three hundred dollars ($5,300.00) and the purchaser has complied with the terms of sale.

Respectfully submitted,

Lionel Bennett
Trustee

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 3rd day of February, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Lionel Bennett, trustee named in the aforegoing 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 mentioned and reported was fairly made.

As witness my hand and notarial seal the day and year first above written.

Erma H. Coulbourne
Notary Public

SEAL OF NOTARY

ORDER NISI

Manie Pusey, et al Plaintiffs	:	In Equity No. 7364
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Kathryn Lorenzi, et al Defendants	:	

. . . . . .

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary be shown on or before the 10th day of March 1958, 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 22nd day of February 1958.

The report states the amount of sale to be five thousand three hundred dollars ($5,300.00).

Grace J. Barnes
Clerk

FINAL ORDER

Ordered by this Court this 12 day of March 1958, that the sale made and reported by the trustee herein be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

E. McMaster 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: Grace J. Barnes ,Clerk

""

July Term, 1958

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for Said County, on the first Monday in July, being the 7th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-eight.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge.
Hon. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.

Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

Lionel Bennett, Ex Parte, Attorney named in mortgage made by Thornie C. Phillips, Jr. and Lorraine L. Phillips, his wife	) Be it remembered that heretofore to wit, on the thirteenth day of February, in the year Nineteen Hundred and Fifty-eight, a certain Lionel Bennett, Ex Parte, Attorney of Somerset County and State of Maryland,

exhibited and filed in the Circuit Court here, an original of a certain mortgage, which said original of Mortgage is in the words following, to wit:

Lionel Bennett, Ex Parte,	:	No. 7393 Chancery
Attorney named in mortgage made by Thornie C.	:	In the Circuit Court for
Phillips, Jr. and Lorraine L. Phillips, his wife	:	Somerset County, Maryland

. . . .

THIS MORTGAGE, Made this 30th day of June in the year nineteen hundred and fifty-two, by Thornie C. Phillips, Jr. and Lorraine L. Phillips, his wife, of Crisfield, Somerset County, State of Maryland,

WHEREAS Thornie C. Phillips, Jr. and Lorraine L. Phillips, his wife, are indebted unto The Marine Bank of Crisfield, a body corporate with its principal office and place of business in Crisfield, Maryland, in the full and just sum of seven thousand dollars ($7,000.00), which said indebtedness is evidenced by the bill obligatory of the said Thornie C. Phillips, Jr. and Lorraine L. Phillips, his wife, for the said sum, dated evenly herewith, payable to the order of The Marine Bank of Crisfield, with interest at four per cent per annum on the unpaid principal until paid, principal and interest being payable at the Marine Bank of Crisfield, Crisfield, Maryland, in monthly installments of seventy dollars and eighty-eight cents ($70.88), commencing on the 30th day of July, 1952, and continuing on the 30th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the 30th day of June, 1962. 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, then the entire debt shall be deemed due and demandable.

AND WHEREAS for the purpose of further securing the payment of said sum and interest, when and as the same shall become due and payable 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 Thornie C. Phillips, Jr. and Lorraine L. Phillips, his wife, hereby grant unto The Marine Bank of Crisfield, the following property:

ALL that lot or parcel of land situate, lying and being in Asbury Election District, Somerset County, State of Maryland, and being on the southerly side of the county road leading to Byrdtown and fronting 84.0' thereupon and containing 30,333.6 sq. ft., which said

lot or parcel of land is laid down and described with particularity as Lot No. 1 on a plat dated May 22, 1952, prepared by W. Ballard Miles, Surveyor for Somerset County, Maryland, which said plat is entitled "Descriptive Plat of Two Lots surveyed for Prentiss W. Evans, Att'y., Crisfield, Md." Being the same premises conveyed to the mortgagors herein by deed dated June 25, 1952, and recorded in Liber B.L.B. 157 folio 288, to which deed, said plat is annexed.

AND special reference is hereby made to the said deed and plat and all the references therein contained for a more full and accurate description of the lands and premises hereby conveyed.

This mortgage is given to secure a portion of the purchase price of the premises herein described.

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.

PROVIDES 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 said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable: and it shall be lawful for the said Mortgagee its successors or assigns, or Lionel Bennett their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; andwhich 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 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 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least seven 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 its successors and assigns, to the extnet of the lien or claim hereunder, and to deposit the policy or 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:

Lionel Bennett

THORNIE C. PHILLIPS, JR. (SEAL)

Thornie C. Phillips, Jr. (SEAL)

LORRAINE L. PHILLIPS (SEAL)

Lorraine L. Phillips (SEAL)

STATE OF MARYLAND, Somerset COUNTY, to-wit

I HEREBY CERTIFY, That on this 30th day of June in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County personally appeared Thornie C. Phillips, Jr. and Lorraine L. Phillips, his wife the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed; and at the same time and place also personally appeared before me William M. Wooster, Vice President of The Marine Bank of Crisfield and made oath in due form of law, that the consid ration mentioned in the foregoing mortgage is true and bona fide as therein set forth. and he is duly authorized to make this affidavit.

SEAL OF NOTARY

LIONEL BENNETT
Notary Public

Received for Record July 9, 1952, and recorded in Liber B.L.B., No. 156 Folio 468 one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk.

And thereafter, on the Thirteenth day of February, in the year Nineteen Hundred and Fifty-eight, a Trustee's Bond was filed in Court here, which said Trustee's Bond is in the words following, to wit:

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

KNOW ALL MEN BY THESE PRESENTS. That we, Lionel Bennett, Crisfield, Somerset, Maryland, as principal, and the FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation duly organized under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand and 00/00- - - ($5,000.00) Dollars, to be

paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

SEALED with our seals and dated this 6th day of February, in the year of our Lord Nineteen Hundred Fifty-Eight

WHEREAS, the above bounden Lionel Bennett by virtue of the power contained in a mortgage from Thornie C. Phillips and Lorraine L. Phillips h/w to The Marine Bank of Crisfield bearing date the 30th day of June, 1952 and recorded among the mortgage records of Somerset County in Liber B.L.B. No. 156 Folio 468 and ____ is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Lionel Bennett do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Lionel Bennett has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its attorney, attested by its attorney, the day and year first herein above written.

Signed, sealed and delivered
in the presence of

Erma Tyler _____ Lionel Bennett _____ (SEAL)
Lionel Bennett
_____ (SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Attest:

Earl W. Ussery
Earl W. Ussery

BY Thomas J. Gaffney
Thomas J. Gaffney, Attorney

The within bond approved.
Grace J. Barnes, Clerk

And thereafter, on the Twenty-fourth day of April, in the year Nineteen Hundred and Fifty-eight, there were filed in Court here, a Report of Sale, Order Nisi, Affidavit of Amount Due, and Final Order, which said Report of Sale, Order Nisi, Affidavit of Amount Due, and Final Order are in the words following, to wit:

Lionel Bennett, Ex Parte	:	In Equity No. 7393
Attorney named in mortgage made by	:	In the Circuit Court for
Thornie C. Phillips, Jr. and Lorraine	:	Somerset County, Maryland
L. Phillips, his wife	:	

. . . . .:. . . . .

To the Honorable, the Judges of said Court:

The report of Lionel Bennett, attorney named in a certain mortgage made and executed by Thornie C. Phillips, Jr. and Lorraine L. Phillips, his wife, to The Marine Bank of Crisfield dated June 30, 1952 and recorded among the land records of Somerset County in Liber BLB 156 folio 468, 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, whereas said mortgage debt has become due and demandable, respectfully represents to your Honors, that after giving bond with security approved by the Clerk of the 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, terms and place

of sale by advertisement in the Crisfield Post, a weekly newspaper published in said Somerset County once in a week for three successive weeks before the day of the sale, he did pursuant to said notice attend the Post Office in Crisfield, Maryland on the 19th day of April, 1958, at 2:00 p.m. and then and there proceeded to sell the property described in said mortgage, to wit:

ALL that lot or parcel of land situate, lying and being in Asbury Election District, Somerset County, State of Maryland, andbeing on the southerly side of the county road leading to Byrdtown and fronting 88.0' thereupon and containing 30,333.6 sq. ft., which said lot or parcel of land is laid down and described with particularity as Lot No. 1 on a plat dated May 22, 1952 prepared by W. Ballard Miles, Surveyor for Somerset County, Maryland, which said plat is entitled "Descriptive Plat of Two Lots surveyed for Prentiss W. Evans, Att'y., Crisfield, Md."

Being the same premises conveyed to the mortgagors by deed dated June 25, 1952 and recorded in Liber BLB 157 folio 288 to which deed said plat is annexed.

And sold the same to Delaware Tyler, Sallie Tyler, Glenwood Tyler, Alma Green, William Green, Sr., and William Green, Jr. as joint tenants and not as tenants in common, they being then and there the highest bidder therefor, at and for the sum of $4,700.00, and the purchasers have complied with the terms of sale.

Lionel Bennett

Respectfully submitted,

Lionel Bennett, attorney

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 22nd day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Lionel Bennett, attorney 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 and belief and that the sale therein mentioned and reported was fairly made.

Witness my hand and notarial seal.

Lula Mae Dize
Notary Public

SEAL OF NOTARY

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26th day of May, 1958, 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, 1958.

The report states the amount of sale to be $4,700.00.

Grace J. Barnes, Clerk

AFFIDAVIT OF AMOUNT DUE

Lionel Bennett, Ex Parte	:	In Equity No. 7393
Attorney named in mortgage made by	:	In the Circuit Court for
Thornie C. Phillips, Jr. and Lorraine L.	:	Somerset County, Maryland
Phillips, his wife	:	

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 23rd day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County, personally appeared William M. Wooster, Vice President of The Marine Bank of Crisfield, Crisfield, Maryland, who made oath in due form of law that the amount due on the mortgage foreclosure herein is as follows:

Balance of principal sum due $4,163.61; interest on same at 4% from September 2nd, 1957 to April 1st, 1958, total amount of interest being $104.61; making the sum of $4,268.22.

And he further made oath that no part of the said sum of the total has been paid.

Witness my hand and notarial seal.

Lionel Bennett
Notary Public

William M. Wooster

FINAL ORDER

Ordered by this Court this 28 day of May, 1958, that the sale made and reported by the attorney be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

E. McMaster 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: Grace J. Barnes ,Clerk

January Term, 1958

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in January, being the 6th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-seven.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

In the matter of the tax sale of real estate in Dublin Election District, Somerset County, Maryland, assessed to Mariah Lane's Heirs
Sold to County Commissioners of Somerset County, Md.) Be it remembered that heretofore to wit, on the eighteenth day of February, in the year nineteen hundred and fifty-seven, a certain Carlos Bozman, County Treasurer and Collector of State and County Taxes, by Harry C. Dashiell, filed in Court here, Report of Sales, Order Nisi and Final Order of Court, which said Report of Sales, Order Nisi and Final Order of Court 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 Mariah Lane's Heirs, for years 1953, 1954 and 1955, made and reported by Carlos Bozman, County Treasurer and Collector of State and County taxes
County Commissioners of Somerset County, Md., Purchaser) No. 7281 Chancery
In the Circuit Court for Somerset County, Maryland
In Equity

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 Acts of the General Assembly of Maryland, I hereby give notice that on WED. Jan. 2, 1957 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 that lot or parcel of land, in Dublin Election District, in said Somerset County and State of Maryland, bounded on the north by the land of Stanley Lankford, on the east by St.

Luke's Parsonage, on the south by the land of George Waters, on the west by the land of Harvey Waters, and containing one (1) acre, more or less, and assessed to Mariah Lane's Heirs, for the years 1952, 195_, 1954 and 1955, to pay and satisfy the State and County taxes levied against the said land, which said taxes are now due and in arrears for said years, together with the interest and costs thereon.

CARLOS BOZMAN
COUNTY TREASURER

EXHIBIT "A"-

In the matter of the tax sale in Dublin Election District, Somerset County, Maryland, assessed to Mariah Lane's Heirs for the years 1953, 1954, & 1955 made and reported by Carlos Bozman, County Treasurer and Collector. County Commissioners of Somerset County, Maryland, Purchaser.	)	No. 7281 Chancery In the Circuit Court for Somerset County, Maryland, in Equity

To the Honorable, the Judges of the said Court:

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

That on June June 30, 1953, 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 was made Carlos Bozman 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each 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 Mariah Lane's Heirs in Dublin Election District, Somerset County, Maryland, the sum of no dollars and fifty six cents State taxes, and fifteen dollars and twenty six cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1954.

That in the month of August, 1953, the said _____, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer, and Collector as aforesaid, prepared the tax bills of every taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1954, 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 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Mariah Lane's Heirs in Dublin Election District, Somerset County, Maryland, the sum of no dollars and fifty two cents State taxes, and fifteen dollars and twenty six cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1955.

That in the month of August, 1954, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1955, 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 was made, Carlos Bozman 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with thenames of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Mariah Lane's Heirs in Dublin Election District, Somerset County, Maryland, the sum of one dollars and two cents State taxes, and sixteen dollars and sixty five cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1956.

That in the month of August, 1955, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained

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

That the said State and County taxes for the years 1953, 1954, and 1955 being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Mariah Lane's Heirs, in said Dublin Election District, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of the said real estate (the said real estate not being capable of division or partition in the judgment of said County Treasurer) did advertise the whole of said real estate in the Marylander & Herald, a weekly newspaper published in said Somerset County, once in each of four successive weeks before the day of sale, and also by notice set up at the Court House door, in Princess Anne, in said County, giving notice of the time, place, manner and terms of said sale, the year or years for which the 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 January 2, 1957, 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 Mariah Lane's Heirs in said election district, as follows:

> All that lot or parcel of land in Dublin Election District, in said Somerset County and State of Maryland, bounded on the north by the land of Stanley Lankford, on the east by St. Luke's Parsonage, on the south by the land of George Waters, on the west by the land of Harvey Waters, and containing one (1) acre, more or less, and assessed to Mariah Lane's Heirs for the years 1953, 1954 and 1955, and sold forthe taxes due for said years.
>
> And sold the said land to the County Commissioners of Somerset County, Maryland, a body corporate, it being the highest and best bidder therefor, at and for the sum of one hundred and six dollars and eighty four cents (106.84), now 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.

All of which is respectfully submitted,

Carlos Bozman

County Treasurer and Collector of State and County Taxes

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 6th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of State and County Taxes for said Somerset County, 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 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.

Gertrude H. Bozman
Notary Public

SEAL OF NOTARY

In the matter of the tax sale of the real estate in Dublin Election District, Somerset County, Maryland, assessed to Mariah Lane's Heirs, for the years 1953, 1954, inc., made and reported by Carlos Bozman, County Treasurerurer and Collector of State and County taxes for said Somerset County-

County Commissioners of Somerset County, Maryland, a body corporate---Purchaser

No. 7281 Chancery

In the Circuit Court for Somerset County, 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 Jany. 2, 1957, of land in Dublin Election District, said County and State, containing one (1) acre, more or less, bounded on the north by the land of Stanley Lankford, on the east by St. Luke's Parsonage, on the south by the land of George Waters, on the west by the land of Harbey Waters, and assessed to Mariah's Lane Heirs for the years 1953, 1954 and 1955, and made to the County Commissioners of Somerset County, Maryland, a body corporate, at and for the sum of one hundred and six dollars and eighty four cents ($106.84), now fully paid; and having been presented to the Court and being examined and appearing to the Court to be regular and it appearing that the provisions of the law in relation thereto have been complied with----------

IT IS THEREUPON, this 18th day of February, 1957, 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 1st day of April, 1957, warning all persons interested in said property to be andand appear in this Court, in person or by solicitor, on or before the 1st day of May, 1957, 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 $106.84.

E. McMaster Duer
Judge

IT having been proven 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 said Somerset County, according to the terms of said Order Nisi, and no objections having been filed, and no cause to the cintrary having been shown, it is hereby adjudged, ordered and decreed, this 10th day of January, 1958, by the Circuit Court for Somerset County in Equity, that the foregoing Report of Sales, and the sale therein reported be and th_ same are hereby finally ratified and confirmed.

E. McMaster 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: Grace J. Barnes , Clerk

****

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for Said County, on the first Monday in July , being the 7th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-eight.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge.
Hon. E. McMaster Duer, Associate Judge.
Hon. Rex A. Taylor, Associate Judge.
and Grace J. Barnes, Clerk.

Isaac H. Dorsey, Esq., Sheriff

Henry P. Walters, Trustee for the purpose of foreclosure of Marion W. Landing, mortgagee of Clifton Brittingham and Connie Brittingham, his wife, Ex Parte

) Be it remembered that heretofore to wit, on the
) eighth day of July, in the year Nineteen Hundred
) and Fifty-eight, a certain Henry P. Walters,
) Ex Parte, Attorney of Worcester County and State

of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage, which said original of Mortgage is in the words following, to wit:

Henry P. Walters, Ex Parte : No. 7437 Chancery
Attorney named in mortgage made by Clifton Brittingham : In the Circuit Court for
and Connie Brittingham, his wife : Somerset County, Maryland

. . . . . .

THIS MORTGAGE, Made this 11th day of August, in the year nineteen hundred and fifty-five, by Clifton Brittingham and Connie Brittingham, his wife, both of Somerset County and State of Maryland.

WHEREAS the said Clifton Brittingham and Connie Brittingham, his wife, hereinafter called the mortgagors, have become indebted and are now indebted unto Marion W. Landing, hereinafter called the mortgagee, in the full and just sum of Seven Hundred Dollars ($700.00) for moneys this day loaned and advanced, which said indebtedness is further evidenced by the bill obligatory of the said Clifton Brittingham and Connie Brittingham, his wife, of even date herewith, in the principal sum of Seven Hundred Dollars ($700.00) drawn payable to the order of said Marion W. Landing twelve months after date, and bearing interest from date at the rate of six per cent (6%) per annum, payable semi-annually December 1st and June 1st of each and every year, with the understanding and agreement that at least fifty dollars ($50.00) shall be paid on the principal at each interest paying period, the interest on the amount paid to cease as of date of payment, and to better secure the promnt payment of which said sum of money, together with all interest thereon to accrue, when and as the same shall fall due and payable, according to the tenor and effect of said bill obligatory, this mortgage is executed.

NOW, THEREFORE, THIS PRUCHASE MONEY MORTGAGE WITNESSETH that in consideration of the premises and the sum of One Dollar ($1.00) and for the purpose aforesaid, the said Clifton Brittingham and Connie Brittingham, his wife, do hereby grant and convey unto Marion W. Landing, his heirs and assigns, all that lot or parcel of land situate in West Princess Anne Election District, Somerset County, Maryland, just south of the corporate limits of the town of Princess Anne, in the village of Greenwood, beginning for the same at the northwest corner of what is known as the "Fontaine" lot, where it intersects the east side of the county road leading through the village of Greenwood; from thence, running in a northerly direction by and with the east side of said road, a distance of fifty (50) feet to a marker settled or to be settled in the ground, said point being at the reserved land of James E. Porter; thence in an easterly direction, and parallel with the north line of the Fontaine lot, a distance of fifty (50) feet to a marker settled or to be settled in the ground; thence in a southerly direction, and parallel with the aforesaid county road, a distance of fifty (50) feet, to the north side of the Fontaine lot; thence, by and with the Fontaine lot, in a westerly direction,

fifty (50) feet to the place of beginning, and being all and the same land conveyed unto the mortgagors herein from James E. Porter and wife, by deed of even date herewith and intended to be recorded among the land records of Somerset County, simultaneously with the recording of this mortgage.

This is a purchase money mortgage on the property above described and is given to cover part of the purchase price.

AND in consideration of the further sum of One Dollar ($1.00), the said Clifton Brittingham and Connie Brittingham, his wife, do hereby bargain, sell, convey, transfer and assign unto Marion W. Landing, his personal representatives and assigns, all items of household furniture, fixtures, property and equipment and all other items of personal property of whatever kind and nature contained in the buildings on the property above described and used in or about the premises above described.

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 Clifton Brittingham and Connie Brittingham do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Henry P. Walters 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 vent 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 their behalf shall pay said mortgage debt and interest afteran 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Seven Hundred ($700.00) 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 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: Clifton Brittingham . . . . . (SEAL)

Henry P. Walters Connie Brittingham . . . . . (SEAL)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of August in the year nineteen hundred and fifty-five, before me, the subscriber, a notary public of the State of Maryland, in and for Worcester County, personally appeared Clifton Brittingham and Connie Brittingham, his wife, the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their respective act and deed;

Witness my hand and notarial seal.

Henry P. Walters
Notary Public.

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I hereby certify that, on this 11th day of August, 1955, before the subscriber, a notary public of the state and county aforesaid, personally appeared Marion W. Landing, the mortgagee named in the aforegoing mortgage, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bonafide as therein set forth.

Witness my hand and notarial seal.

SEAL OF NOTARY

Henry P. Walters
Notary Public.

Received for Record August 15, 1955, and recorded in Liber B.L.B. No. 173, Folio 93, one of the Land Records of Somerset County.

Per Benjamin L. Barnes, Clerk

And thereafter, on the Eighth day of July, in the year Nineteen Hundred and Fifty-eight, a Trustee's Bond was filed in Court here, which said Trustee's Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS that we, HENRY P. WALTERS, as principal, and FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation with its principal office in the city of New York and state of New York, 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 and done, we bind ourselves and each of us, our and each of our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this eighth day of July, in the year nineteen hundred fifty-eight.

WHEREAS the above bounden Henry P. Walters, under and by virtue of the power of sale contained in a mortgage from Clifton Brittingham and Connie Brittingham, his wife, to Marion W. Landing, dated August 11, 1955 and recorded among the land records of Somerset County, Maryland, in Liber B.L.B. No. 173, at folio 83, being the trustee named in said mortgage for foreclosure and collection, 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.

THE CONDITION of this obligation is such that, if the above bounden Henry P. Walters 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.

Henry P. Walters, (SEAL)
Henry P. Walters, Principal

Signed, sealed
and delivered in
the presence of
Robert ? Hayman

FIDELITY AND CASUALTY COMPANY OF NEW YORK

BY Joseph C. Stevenson
Joseph C. Stevenson, Attorney-in-fact

(SEAL)

The within Bond approved Grace J. Barnes, Clerk

Filed for Record July 8, 1958, and recorded in Liber B.L.B. No. 8, Folio 98.

Test: Grace J. Barnes, Clerk.

And thereafter, on the Eighth day of July, in the year Nineteen Hundred and Fifty-eight, a Statement of Mortgage Claim was filed in Court here, which said Statement of Mortgage Claim was in the words following, to wit:

State of mortgage claim of Marion W. Landing, under the mortgage to him from Clifton Brittingham and Connie Brittingham, his wife, dated August 11, 1955 and recorded among the land records of Somerset County, Maryland, in Liber B.L.B. No. 173, at folio 83:

Amount of principal due on promissory note dated August 11, 1955 and due twelve months after date, being the promissory note described in and secured by said mortgage now due by reason of default thereon.....$550.00

Interest thereon from December 1, 1956 to August 5, 1958..... 55.46

Total principal and interest.....$605.46

Marion W. Landing (SEAL)

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I hereby certify that, on this eighth day of July, in the year nineteen hundred fifty-eight, before the subscriber, a notary public of the state and county aforesaid, personally

appeared Marion W. Landing, and made oath in due form of law that the aforegoing is a true statement of the amount due him on his mortgage claim described herein and that he has not received any security or satisfaction therefor, other than the promissory note referred to in said statement and the deed of mortgage in said statement mentioned.

Witness my hand and notarial seal.

Henry P. Walters
Notary Public.

SEAL OF NOTARY

And thereafter, on the Eleventh day of August, in the year Nineteen Hundred and Fifty-eight, there were filed in Court here, a Report of Sale, Order Nisi, and Final Order, which said Report of Sale, Order Nisi, and Final Order are in the words following, to wit:

Henry P. Walters, Trustee for the	:	In Equity No. 7437
purpose of foreclosure of Marion W.	:	In the Circuit Court for
Landing mortgagee of Clifton Brit-	:	Somerset County, Maryland
tingham and Connie Brittingham, his	:	
wife, Ex Parte	:	

.....:.....

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Henry P. Walters, Trustee for the purpose of foreclosure of Marion W. Landing, mortgagee of Clifton Brittingham and Connie Brittingham, his wife, in a mortgage dated August 11, 1955 and recorded among the land records of Somerset County, Maryland, in Liber B.L.B. No. 173, at folio 83, respectfully shows:

That, after giving bond, with surety approved by this Court, for the faithful performance of this trust, and after having complied with all the other prerequisites as required by law, and by the said mortgage, andafter giving notice of the time, place, manner and terms of sale, by advertisement published in The Marylander and Herald, a newspaper published in Princess Anne, Somerset County, Maryland, for at least twenty days before the time of said sale, as provided by said mortgage, the said Henry P. Walters, Trustee, named for foreclosure in said mortgage, in pursuance to said notice, did attend, at the Court House door in Princess Anne, Somerset County, Maryland, on Tuesday, August 5, 1958, at the hour of two o'clock p.m., and then and there proceeded to offer for sale the land and premises mentioned and described in said mortgage in the following manner, that is to say: your trustee offered for sale, at public auction, to the highest bidder for cash, all that lot or parcel of land situate in west Princess Anne Election District south of the corporate limits of Princess Anne in the village of Greenwood, having a frontage of fifty (50) feet and being the same property conveyed unto Clifton Brittingham and Connie Brittingham, his wife, from James B. Porter and wife, by deed dated on or about August 11, 1955 and recorded among the land records of Somerset County, Maryland, in Liber B.L.B. No. 172, at folio 453.

A more particular description of the said property is set forth in the advertisement thereof, a certificate of which is attached hereto and made a part hereof.

That said lot or parcel of land, together with the buildings and improvements thereon and all personal property therein, if any, was offered for sale with all taxes paid to January 1, 1958, and your trustee sold the above property, at said time and place, to "The King's Creek Canning Company, Incorporated", at and for the sum of eight hundred twenty-five dollars ($825.00) it being at said sum the highest and best bidder therefor.

Your trustee further reports that he has received from the said purchaser the full purchase price of said property.

Respectfully submitted,

Henry P. Walters, Trustee for foreclosure

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I hereby certify that, on this 8th day of August, in the year nineteen hundred fifty-eight, before the subscriber, a notary public of the state and county aforesaid, personally apneared Henry P. Walters, Trustee named for foreclosure, as above set forth and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true as therein stated, to the best of his knowledge, information and belief and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

SEAL OF NOTARY

Louise P.White
Notary Public.

ORDER NISI

Henry P. Walters, Trustee for the	:	In Equity No. 7437 Chancery
purpose of foreclosure of Marion W.	:	In the Circuit Court for
Landing, mortgagee of Clifton Brit-	:	Somerset County, Maryland
tingham and Connie Brittingham, his	:	
wife, Ex Parte	:	

.....:.....

ORDERED that the sale of real estate mentioned in these proceedings, made and reported by Henry P. Walters, Trustee for foreclosure in a mortgage from Clifton Brittingham and Connie Brittingham, his wife, to Marion W. Landing, be ratified and confirmed unless cause to the contrary be shown on or before the 15th day of September, 1958, provided a copy of this order be inserted in some newspaper printed and published in Somerset County, Maryland, once in each of three successive weeks before the 30th day of August, 1958.

The report states the amount of sale to be eight hundred twenty-five dollars ($825.00).

Grace J. Barnes, Clerk

FINAL ORDER

ORDERED by the Circuit Court for Somerset County, Maryland, sitting in equity, this 16th day of September, 1958, that the sale of the real estate made and reported by Henry P. Walters, Trustee for foreclosure, as aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown although to notice apnears to have been given as required by the order nisi passed in said cause.

And the said Henry P. Walters is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

E. McMaster 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: Grace J. Barnes, Clerk

****

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in September, being the 2nd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-seven.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
and Grace J. Barnes, Clerk

Isaac H. Dorsey, Esq., Sheriff

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Omar Polk
Sold to Charles S. Rounds and Lola V. Rounds

) Be it remembered that heretofore to wit, on the eighth day of October, in the year Nineteen Hundred and Fifty-seven, a certain Carlos Bozman, County Treasurer and Collector of State and County Taxes, by Jones & Jones, filed in Court here, Report of Sale, Order Nisi and Final Order of Court, which said Report of Sale, Order Nisi, and Final Order 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 Omar Polk for the years 1953, 1954, 1955 and 1956, made and reported by Carlos Bozman, County Treasurer and Collector of State and County Taxes. Charles S. Rounds and Lola V. Rounds, Purchasers.

No. 7363 Chancery
In the Circuit Court for Somerset County, Maryland
In Equity

TREASURER'S SALE FOR TAXES

Under and by virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the Acts of the General Assembly of Maryland, I hereby give notice that on TUES., OCT. 1, 1957 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 that tract or parcel of land hereinafter mentioned and described, to pay and satisfy the State and County taxes levied against the said hereinafter described tract or parcel of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with the interest and cost thereon.

No.I--All that tract or parcel of wooded or brush land, in East Princess Anne Election District, Somerset County, Maryland, bounded on the south by the County Road, on the north and west by the land of Harry Dennis and on the east by the land of Norris L. Layfield, and containing five (5) acres, more or less; and assessed to Omar Polk for the years 1953, 1954, 1955, and 1956 and sold for the taxes due and in arrears for said years.

CARLOS BOZMAN
County Treasurer for
Somerset County, Maryland

Exhibit "A"

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Omar Polk for the years 1953, 1954, 1955 and 1956, made and reported by Carlos Bozman, County Treasurer and Collector. Charles C. Rounds and Lola V. Rounds, Purchasers.

No. 7363 Chancery
In the Circuit Court for Somerset County, Maryland,
In Equity

To the Honorable, the Judges of the said Court:

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

That on June 30, 1953, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each 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 Omar Polk in East Princess Anne Election District, Somerset County, Maryland, the sum of ____ dollars and three cents State taxes and ____ dollars and eighty-three cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1954.

That in the month of August, 1953, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander and Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer, and Collector as aforesaid, prepared the tax bills of every taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate 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 said County Treasurer, on or before the first day of October next succedding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon that said taxes would be collected by process of law.

That on June 30, 1954, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Omar Polk in East Princess Anne Election District, Somerset County, Maryland, the sum of ____ dollars and three cents State taxes, and ____ dollars and eighty-three cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1955.

That in the month of August, 1954, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander and Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos

Bozman County Treasurer and Collector as aforesaid, prepared the tax bills of every tax payer 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1955, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Omar Polk in East Princess Anne Election District, Somerset County, Maryland, the sum of____ dollars and six cents State taxes, and ____ dollars and ninety cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1956.

That in the month of August, 1955, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander and Herald, a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1956, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Omar Polk in East Princess Anne Election District, Somerset County, Maryland, the sum of ____ dollars and six cents State taxes, and ___ dollars and ninety cents, County taxes, and that

said State and County taxes were due and in arrears on January 1, 1957.

That in themonth of August, 1956, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander and Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That the said State and County taxes for the years 1953, 1954, 1955 and 1956, being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Omar Polk, in said East Princess Anne Election District, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of the said real estate (the said real estate not being capable of division or partition in the judgment of said County Treasurer) did advertise the whole of said real estate in the Marylander and Herald, a weekly newspaper published in said Somerset County, once in each of four successive weeks before the day of sale, and also by notice set up at the Court House door, in Princess Anne, in said County, giving notice of the time, place, manner and terms of said sale, the year or years for which the 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 October 1, 1957, 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 Omar Polk in said election district, as follows:

No. 1. All that tract or parcel of wooded or brush land, in East Princess Anne Election District, Somerset County, Maryland, bounded on the south by the County Road, on the north and west by the land of Harry Dennis andon the east by the land of Norris L. Layfield, and containing five (5) acres, more or less; and assessed to Omar Polk for the years 1953, 1954, 1955 and 1956, and sold the same to Charles C. Rounds and Lola V. Rounds, his wife, they being the highest bidders therefor, at and for the sum of three hundred and five dollars ($305.00), 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.

All of which is respectfully submitted,

Carlos Bozman

County Treasurer and Collector of State and County Taxes

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify, that on this 4th day of October, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally apreared 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 repoft

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.

As witness my hand and Notarial Seal.

SEAL OF NOTARY

Eunice Pilchard

ORDER NISI

In the matter of the tax sale of real estate in East Princess Anne Election District, Somerset County, Maryland, assessed to Omar Polk for the years 1953, 1954, 1955 and 1956 made and reported by Carlos Bozman, County Treasurer and Collector. Charles C. Rounds and Lola V. Rounds, his wife, Purchasers.	)	No. 7363 Chancery In the Circuit Court for Somerset County, Maryland, In Equity

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 1, 1957, of land in East Princess Anne Election District, said Somerset County, containing five acres, more or less, of wooded or brush land, bounded on the south by the County Road, on the north and west by the land of Harry Dennis and on the east by the land of Norris L. Layfield, and assessed to Omar Polk for the years 1953 to 1956 inclusive, made to Charles C. Rounds and Lola V. Rounds, his wife, for the sum of three hundred and five 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 6th day of October , 1957, 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 1st day of November, 1957, warning all persons interested in said property to be and appear in this Court, in person or by solicitor, on or before January 3, 1958, 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 $305.00.

E. McMaster Duer, Judge

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 objection having been filed and no cause to the contrary having been shown, it is hereby adjudged, ordered and decreed this 2nd day of October, 1958, 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.

E. McMaster Duer, Judge

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

Per: Grace J. Bowers , Clerk

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for Said County, on the first Monday in January, being the second day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. Levin C. Bailey, Associate Judge
Hon. Edmond H. Johnson, Associate Judge

Woodland Jackson, Esq.,Sheriff and Benjamin L. Barnes, Clerk

Edgar A. Jones, Attorney
Ex Parte under power contained
in mortgage from Louis Rioux
to John B. Roberts

Be it remembered that heretofore to wit, on the twelfth day of December, in the year Nineteen Hundred and Forty-nine, a certain Edgar A. Jones, Ex Parte, Attorney of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage, which said original of Mortgage is in the words following, to wit:

Edgar A. Jones, Attorney, :
Ex Parte under power contained in mortgage :
from Louis Rioux to John B. Roberts :

.. ..

THIS MORTGAGE, Made this 4th day of September in the year nineteen hundred and forty-seven, by Louis Rioux of Somerset County, State of Maryland, Witnesseth:

Whereas, the said Louis Rioux is justly and bona fide indebted unto John B. Roberts, of said County and State, in the full and just sum of Three Thousand Dollars ($3,000.00), which said indebtedness is evidenced by the bill obligatory of the said Louis Rioux for said sum, dated evenly herewith, payable to the order of the said John B. Roberts, one year after date, with interest from date payable semi-annually; and whereas for the purpose of further securing the payment of which said sum and interest, when and as the same shall become due and payable, this mortgage is executed.

Now therefore this mortgage witnesseth: That for and in consideration of the premises, and of the sum of One Dollar, the said Louis Rioux hereby grants and conveys unto the said John B. Roberts, his heirs and assigns, all that farm or tract of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, lying and binding on the south side of the county road leading from Loretta to Mt. Vernon, and containing forty-three acres, more or less, (21 acres of pine timber and 22 acres of tillable land) and being in all respects the same land that was conveyed to the said Louis Rioux by deed from Harry E. Nead and wife, dated August 20, 1947 and recorded among the Land Records of Somerset County in Liber B. L. B. No. 141, folio 221.

And special reference is hereby made to the aforesaid deed and to all the references therein contained, for a more accurate and perfect description of the lands and premises hereby mortgaged.

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

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

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

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public

debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Louis Rioux 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 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 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 Mortgagee, personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagor, or any person in 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 be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgage 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 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:

Eunice Dashiell — Louis Rioux

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 4th day of September in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally Louis Rioux 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 Edgar A. Jones 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 agent of the mortgagee, duly authorized to make this affidavit.

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

SEAL OF NOTARY

Eunice Dashiell
Notary Public

STATE STAMPS: $3.30.

Received for record September 4, 1947, and recorded in Liber B.L.B. No. 140, Folio 316, one of the Land Records of Somerset County.

Per: Benjamin L. Barnes, Clerk

And thereafter, on the fifth day of January, in the year Nineteen Hundred and Fifty, there were filed in Court here, a Report of Sale, Order Nisi and Final Order, which said Report of Sale, Order Nisi, and Final Order are in the words following, to wit:

Edgar A. Jones, Attorney,	:	No. 6532 Chancery
Ex Parte under power contained in Mortgage	:	In the Circuit Court for Somerset
from Louis Rioux to John B. Roberts	:	County, Maryland, In Equity

. .. .

To the Honorable, the Judge of said Court:

The report of sales of Edgar A. Jones, Attorney named in a certain mortgage made and executed by Louis Rioux to John B. Roberts, dated September 4, 1947 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 140, folio 316, under and by virtue of a power of sale therein c ntained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of Sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 3rd day of January, 1950, at two o'clock P. M., and then and there proceed to sell the property described in said mortgage, to wit:

All that farm or tract of land situate, lying and being in West Princess Anne Election District, Somerset County, Maryland, lying and binding on the south side of the county road leading from Loretta to Mt. Vernon, adjoining the property of John Rector on the west and that of Edna Muir on the south and east, and containing forty-three acres, more or less, (21 acres of pine timber and 22 acres of tillable land), being the same land which was conveyed to the said Louis Rioux by Harry E. Nead and wife by deed dated August 20, 1947 and recorded among the aforesaid Land Records in Liber B.L.B. No. 141, folio 221, and sold the same to John B. Roberts at and for the sum of thirty-nine hundred dollars ($3900.00), he being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale and your trustee has distributed the proceeds, as follows:

Total sales		$3900.00
To Carlos Bozman, Collector of State and County Taxes	$ 56.24	
To Clerk of the Circuit Court for costs	18.75	
To Appearance fee	10.00	
To Marylander & Herald, advertising and order nisi	23.67	
To Edwin B. Muir, Auctioneer	10.00	
To Assignee as commission	231.00	
To amount due on mortgage debt	3023.57	
To balance paid Louis Rioux	526.77	3900.00

Total mortgage debt, principal	$2900.00
Interest	60.00
Insurance	63.57
	$3023.57
Proceeds of sale	3550.34
Balance paid Louis Rioux	$ 526.77

Respectfully submitted,

Edgar Jones, Attorney

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 5th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Edgar A. Jones, Attorney named in the aforegoing 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.

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

Eunice Dashiell

SEAL OF NOTARY

Notary Public

ORDER NISI

Ordered this 5th day of January, in the year nineteen hundred and fifty, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Edgar A. Jones, Attorney named in the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 6th day of February, 1950, provided a copy of this order be inserted in some newspaper in said Somerset County once in each of four successive weeks before the 4th day of February, 1950.

The report states the amount of sales to be $3,900.00

Benjamin L. Barnes

Clerk of the Circuit Court

FINAL ORDER

Ordered by the Circuit Court for Somerset County in Equity this 8th day of February, in the year nineteen hundred and fifty, that the sale of the real estate menti ned in these proceedings made and reported by Edgar A. Jones, Attorney mentioned in said mortgage, and the distribution of the proceeds therein, 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.

W. Laird Henry, Judge

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

Per: Grace J. Barnes, Clerk

""

September Term, 1958

George Whittington, 334 Ulrich St., Chester, Pennsylvania	) Be it remembered that heretofore, to wit, on the
Ollie W. Leigh, 1011-46th Street, Philadelphia, Pennsylvania	) First day of September, in the year Nineteen Hun-
Thomas Whittington, 1973 W. Page St., Philadelphia, Pennsylvania	) dred and Fifty-eight, a certain Lionel Bennett,
Ollie W. Lake, 1225 N. 18th St., Philadelphia, Pennsylvania	) Solicitor, of Somerset County and State of Maryland,
Charles K. Whittington, 2945 N. 13th St., Philadelphia, Pennsylvania	) exhibited and filed in the Circuit Court here, for
Thelma L. Whittington, 113 South 4th St., Crisfield, Maryland	) and on behalf of George Whittington, Ollie W. Leigh,
Rachel W. Dix, 1015 East 13th Street, Wilmington, Delaware	) Thomas Whittington, Ollie W. Lake, Charles K. Whit-
Sarah F. Whittington, 113 South 4th St., Crisfield, Maryland	) tington, Thelma L. Whittington, Rachel W. Dix, Sarah
Emma M. Whittington, 113 South 4th St., Crisfield, Maryland PLAINTIFFS	) F. Whittington, and Emma M. Whittington, a Bill of
vs.	) Complaint and Exhibit "A", which said Bill of
Lydia W. Thomas, Marion Station, Maryland DEFENDANT	) Complaint and Exhibit "A" are in the words fol-
	) lowing, to wit:

George Whittington, et al	:	In Equity No. 7407
vs.	:	In the Circuit Court for
Lydia W. Thomas	:	Somerset County, Maryland

: : : : : : : : : : : :

To the Honorable, the Judges of said Court:

Your orators complaining, say:

1. That Oliver W. Whittington died in the County of Somerset, State of Maryland, intestate and at the time of his death was seized and possessed in fee simple of certain lands and premises in Lawson's District, Somerset County, Maryland, on the north side of the public county road leading from Holland Mill to the residence of Mrs. Julia Whittington, title to which he acquired by a certain deed dated September 13, 1902, recorded among the land records of Somerset County in Liber OTB No. 34 Folio 102 et seq., a duly certified copy of which said deed is annexed hereto and made a part hereof marked Exhibit "A".

2. That the said Oliver W. Whittington died intestate leaving him surviving the following children as his sole heirs at law: Charles H. Whittington; Lydia W. Thomas; Ollie W. Leigh; Thomas Whittington.

3. That Charles H. Whittington died intestate in Somerset County, Maryland, leaving surviving him as his sole heirs at law the following: Emma M. Whittington, his widow; George Whittington, a son; Ollie W. Lake, a daughter; Charles K. Whittington, a son; Thelma L. Whittington, a daughter; Rachel W. Dix, a daughter; Sarah F. Whittington, a daughter.

4. That the said lands, tenements, or hereditaments, or right, interest, or estate therein cannot be divided without loss or injury to the parties interested and that in order to make a division of said interests, it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their several interests; that a sale of said real estate would be advantageous to the parties concerned.

Wherefore the complainants pray:

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 among the parties who may be found in interest therein according to their several interests.

c. That your orators may have such other and further relief as their case may require.

And as in duty bound, etc.

Lionel Bennett
Solicitor for complainants
Crisfield, Maryland

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 3rd day of April, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid personally appeared Thelma L. Whittington, one of the plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief and that the said defendant is not in the military service of the United States as defined by the Soldiers and Sailors Relief Act of 1940, and as defined by Chapter 710 of the Acts of the General Assembly of Maryland, 1941 session.

(seal of notary)

Lula Mae Dize
Notary Public

EXHIBIT "A"

This deed, made this thirteenth day of September in the year nineteen hundred and two, by us, Nancy J. Somers and Jessie P. Somers, her husband, of Somerset County in the State of Maryland, witnesseth that for and in consideration of the sum of three hundred and 35 dollars, current money to us in hand paid, receipt of which is hereby acknowledged by the grantors, we the said Nancy J. Somers and Jessie P. Somers, her husband, do grant unto Oliver W. Whittington of said County and State all that lot or parcel of ground situated in Lawson district, in Somerset County, State of Maryland, and on the north side of the Public County road leading from Hollands Mill to the residence of Mrs. Julia Whittington, and described as follows. Beginning for said lot of land is at a post set up as a boundary on the north side of said road at the end of a ditch and where the easternmost line of the Annie Rayfield lot intersects with said County road, thence running northward by and with the middle of said ditch and the said Rayfield line to a cross ditch called the leading ditch, to a post, thence running eastward by and with the middle of said leading ditch to a post by the side of another ditch and the land of Charles A. Holland, thence running southward by and with the middle of said last mentioned ditch and the land of said Holland to a bridge across the aforesaid County road opposite the Durard Johnson lot, thence running westward by and with the north side of said road to the place of beginning, containing ten acres of land, more or less, to have and to hold the above described lot of land together with the right of drainage and all the rights and appurtenances thereto belonging to him the said Oliver W. Whittington, his heirs and assigns forever in fee simple, with general warranty, the right of drainage through the ditches of said land is hereby reserved to the balance of our land.

Test:

William J. Coulbourne

Nancy J. Somers (seal)

Jessie P. Somers (seal)

State of Maryland:

Somerset County: to wit: I hereby certify that on this thirteenth day of September, in the year nineteen hundred and two, before the Subscriber a Justice of the Peace of the State of of Maryland, in and for Somerset County, personally appeared Nancy J. Somers and Jessie P. Somers, her husband, and did each acknowledge the foregoing deed to be their respective act.

Acknowledged before William J. Coulbourne, J. P.

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a deed from Nancy J. Somers et al to Oliver W. Whittington as recorded in Liber O. T. B. No. 34, Folio 102 et seq., one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 8th day of April, Nineteen Hundred and Fifty-eight.

SEAL OF COURT

Grace J. Barnes

Clerk of the Circuit Court for Somerset County, Maryland

And thereupon, on the Eighth day of April, in the year Nineteen Hundred and Fifty-eight, a Subpoena was issued, which said Subpoena is in the words following, to wit:

THE STATE OF MARYLAND

SOMERSET COUNTY, to Wit: (SEAL)

TO Lydia W. Thomas, Marion Station
Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of May next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of George Whittington, Ollie W. Leigh, Thomas Whittington, Ollie W. Lake. Charles K. Whittington, Thelma L. Whittington, Rachel W. Dix, Sarah F. Whittington and Emma M. Whittington against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of March Nineteen Hundred and Fifty-eight. Issued the 8th day of April 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Lionel Bennett

Address Crisfield, Maryland

Grace J. Barnes, Clerk

RETURN: "Summoned and copy of Subpoena, Bill of Complaint, Military Affidavit and Exhibit "A" left with defendant 4/11/58."

And thereafter, on the Eighteenth day of April, in the year Nineteen Hundred and Fifty-eight, there was filed in Court here, an Answer, which said Answer is in the words following, to wit:

George Whittington, et al Plaintiffs	:	In Equity No. 7407
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Lydia W. Thomas Defendant	:	

ANSWER

The Defendant, Lydia W. Thomas, by Harry T. Phoebus, Jr., her Attorney, answering the complaint filed in these proceedings says:

1. That she admits the matters and facts alleged in Paragraphs 1, 2, 3, and 4 of the Complaint.

And as in duty bound, etc.

Harry T. Phoebus, Jr.
Solicitor for Defendant

I hereby certify that I have mailed a copy of the foregoing Answer to Lionel Bennett, Esquire, postage prepaid, this 17th day of April, 1958.

Harry T. Phoebus, Jr.

And thereafter, on the Twentieth day of May, in the year Nineteen Hundred and Fifty-eight, there was filed in Court here, Depositions, which said Depositions is in the words following, to wit:

George Whittington, et al., Plaintiffs : In Equity No. 7407
vs. : In the Circuit Court for
Lydia W. Thomas, Defendant : Somerset County, Maryland

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I, Benson W. Sterling, 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 May, 1958, in Somerset County aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. LIONEL BENNETT:

Thelma L. Whittington, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:

Q. Please state your name and residence.
A. My name is Thelma L. Whittington and I reside in Crisfield, Maryland.

Q. Are you the Thelma L. Whittington who is one of the plaintiffs in this action?
A. I am.

Q. Will you please describe the property described in the bill of complaint?
A. This property consists of 10 acres, more or less. The premises were improved by a building of little or no value. The assessed valuation of said property is $1,000.00.

Q. Can this property be divided between the parties to this action?
A. No.

Q. Do you believe that in order to make a division of your respective interests it will be necessary that the real estate be sold and the proceed be divided between you?
A. Yes, it will.

Q. Do you believe that a sale of the premises would be advantageous to all parties concerned?
A. Yes, I believe it would.

COURT'S QUESTION:
A. No sir.

Benson W. Sterling — Thelma L. Whittington

Rachel M. Cox, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:

Q. Please state your name, residence and occupation.
A. My name is Rachel M. Cox. I reside in Crisfield, Maryland, and I am engaged in the real estate and insurance business.

Q. Are you familiar with the value of the land in the vicinity of the premises described by the previous witness?
A. I am.

Q. Have you made appraisals heretofore of such property?
A. I have.

Q. At my request, did you make an appraisal of the premises mentioned above?
A. I did.

Q. Will you please describe this property?
A. This property consists of 10 acres, more or less. The premises were improved by a building of little or no value. The assessed valuation of said property is $1,000.00.

Q. Have you formed an opinion of the fair market value of this property?
A. Yes.

Q. What is the fair market value of the premises in your opinion?
A. $2,500.00

COURT'S QUESTION:
A. No sir.

Benson W. Sterling — Rachel M. Cox

I hereby waive notice and consent to the taking and filing of the above testimony.

Harry T. Phoebus, Jr.
Attorney for defendant

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

Bill of Costs:

Examiner $10.00

Witness my hand and seal.

Benson W. Sterling
Examiner in Chancery

And thereafter, on the Fourth day of June, in the year Nineteen Hundred and Fifty-eight, a Decree was filed in Court here, which said Decree is in the words following, to wit:

George Whittington, et al., Plaintiffs : In Equity No. 7407
vs. : In the Circuit Court for
Lydia W. Thomas, Defendant : Somerset County, Maryland

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

It is thereupon this 4th day of June, 1958, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that Lionel Bennett and Harry T. Phoebus, Jr. be and they are hereby appointed trustees to make such sale and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of $1,500.00 if corporate or $3,000.00 if private surety conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in the City of Crisfield, Somerset County, as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

A cash deposit of 10 per cent of the purchase price at the time of sale and the balance in cash upon final ratification of sale by the Circuit Court for Somerset County, taxes, water rent, and all other public charges, if any, to be adjusted to the date of settlement and as soon as may be convenient after such sale or sales, the said trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining this Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustees will, 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, plaintiffs and defendants, and those claiming by, from, or under them, or of them; and the said trustees will 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 trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

E. McMaster Duer, Judge

And thereupon, on the Twenty-sixth day of June, in the year Nineteen Hundred and Fifty-eight, a Bond was filed in Court here, which said Bond is in the words following, to wit:

George Whittington, et al., Plaintiffs : In Equity No. 7407

vs. : In the Circuit Court for

Lydia W. Thomas, Defendant : Somerset County, Maryland

KNOW ALL MEN BY THESE PRESENTS that we, Lionel Bennett and Harry T. Phoebus, Jr., Crisfield, Maryland as Principals and, Maryland Casualty Company, a corporation of the State of Maryland as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of $1,500.00 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and date this 20th day of June, 1958.

WHEREAS THE ABOVE BOUNDEN Lionel Bennett and Harry T. Phoebus, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County have been appointed trustees to sell property located in Somerset County in Lawson's District, mentioned in the proceedings in the case of George Whittington, et al. versus Lydia W. Thomas, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Lionel Bennett and Harry T. Phoebus, Jr. do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Lula Mae Dize

Harry T. Phoebus, Jr. (seal)

Lionel Bennett (seal)

MARYLAND CASUALTY COMPANY

(CORPORATE SEAL) By Alfred Berger Atty.-in-fact

CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That MARYLAND CASUALTY COMPANY, a corporation created by and existing under the laws of the State of Maryland, of Baltimore City, Maryland, in pursuance of the authority set forth in Section 12 of Article V of its By-laws, from which the following is a true extract, and which Section has not been amended nor rescinded:

> "The Chairman of the Board and President or any Vice-President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority,"

does hereby nominate, constitute and appoint Alfred Berger of Philadelphia State of Pennsylvania its Attorneys-in-Fact to make, execute, seal, and deliver on its behalf as Surety, and as its act and deed, any and all bonds, recognizances, stipulations, undertakings, and other like instruments.

Such bonds, recognizances, stipulations, undertakings, or other like instruments shall be binding upon said Company as fully and to all intents and purposes as if such instruments had been duly executed and acknowledged and delivered by the authorized officers of the Company when duly executed by the aforesaid attorney in fact.

IN WITNESS WHEREOF, MARYLAND CASUALTY COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 25th day of July, 1957, at Baltimore City, Maryland.

ATTEST: (CORPORATE SEAL) MARYLAND CASUALTY COMPANY

(Signed) Rose E. Lutz
Assistant Secretary

By (signed) E. Kenn Cathcart
Vice-President

STATE OF MARYLAND)
) SS.
BALTIMORE CITY)

On this 25th day of July, A. D., 1957, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, duly commissioned and qualified, came E. Kemp Cathcart Vice President,and Rose E. Lutz Assistant Secretary, of MARYLAND CASUALTY COMPANY, to me personally known, and known to be the officers described in, and who executed the preceding instrument; and they each acknowledged the execution of the same; and, being by me duly sworn, they severally and each forhimself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their signatures as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at Baltimore City, the day and year first above written.

(NOTARIAL SEAL) (Signed) Claggett R. Reimer
Notary Public

My commission expires May 4, 1959.

CERTIFICATE

I, an Assistant Secretary of the Maryland Casualty Company, do hereby certify that I have compared the aforesaid copy of the Power of Attorney with the original now on file among the records of the Home Office of the Company and in my custody, and that the same is a full, true and correct copy, and that the Power of Attorney has not been revoked, amended or abridged, and is now in full force and effect.

Given under my hand as Assistant Secretary, and the Seal of the Company, at Baltimore City, Md., this 20th day of June, A. D., 1958.

Rose E. Lutz
Assistant Secretary (SEAL)

The within Bond approved.
Grace J. Barnes, Clerk

Filed for record June 26, 1958, and recorded in Liber B.L.B. No. 8, Folio 93.
Test: Grace J. Barnes, Clerk

And thereafter, on the Eleventh day of July, in the year Nineteen Hundred and Fifty-eight, a Report of Sale, Order Nisi, and Final Order were filed in Court here, which said Report of Sale, Order Nisi, and Final Order are in the words following, to wit:

George Whittington, et al., Plaintiffs :
:
vs. :
:
Lydia W. Thomas, Defendant :
:
. . . . . :. . . . . .

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Lionel Bennett and Harry T. Phoebus, Jr., trustees appointed by this Court by order herein dated June 4, 1958, 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 reposed in them by said order, and having given at least four weeks notice of the time, place, manner and terms of sale by advertisement in The Crisfield Post, a weekly newspaper published in the City of Crisfield, Somerset County, for four successive weeks before the day of the sale, they did pursuant to said notice attend at the steps of the Post Office at Crisfield, Maryland, on the 5th day of July, 1958, at two o'clock p.m. and then and there proceeded to sell the property described in the bill of complaint, to wit:

All that lot of land in Lawson's District, Somerset County, Maryland, on the north side of the public county road leading from Hollands Mill to the residence of Mrs. Julia Whittington described as follows:

Beginning at a post set up on the north side of said road at the end of a ditch where the easternmost line of the Annie Rayfield lot intersects said county road, thence north by and with the middle of said ditch and Rayfield line to a cross ditch called the leading ditch to a post, thence running eastward by and with the middle of said leading ditch to a post by the side of another ditch and the land of Charles A. Holland, thence running southward by and with the middle of said last mentioned ditch and the land of said Holland to a bridge across the aforesaid county road opposite the Durard Johnson lot; thence running westward by and with the north side of said road to the place of beginning, containing ten acres more or less, being the same premises conveyed by deed dated September 13, 1902 to Oliver W. Whittington, recorded in Liber 34 OTB 102.

And sold the same to Alonzo L. Thomas and Daisy M. Thomas, his wife, they being the highest bidder therefore at and for the sum of $550.00, and the purchasers have complied with the terms of sale.

Respectfully submitted,
Harry T. Phoebus, Jr. and
Lionel Bennett
Trustees

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 7th day of July, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Lionel Bennett and Harry T. Phoebus, Jr., trustees named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things therein stated are true to the best of their knowledge and belief and that the sale therein mentioned and reported was fairly made.

As witness my hand and notarial seal the day and year first above written.

Lula Mae Dize
Notary Public

(SEAL OF NOTARY)

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary be shown on or before the 11th day of Aug., 1958, provided a copy of this order be printed in some weekly newspaper in Somerset County once in each of three successive weeks before the 5th day of Aug. 1958.

The report states the amount of sale to be $550.00.

Grace J. Barnes
Clerk

True Copy Test:
Grace J. Barnes, Clerk

FINAL ORDER

Ordered by this Court this 28th day of August 1958, that the sale made and reported by the trustees herein be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

Rex A. Taylor
Judge

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

Per: Grace J. Barnes , Clerk

##########

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in September, being the 1st day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-eight.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

In the matter of the tax sale of real estate in Brinkleys Election District, Somerset County, Maryland, assessed to Horace Williams
Sold to Murphy Robinson
_____

) Be it remembered that heretofore to wit, on the fourth day of August, in the year Nineteen Hundred and Fifty-eight, a certain Carlos Bozman, County Treasurer and Collector of State and County Taxes, by Jones & Jones, filed in Court here, Report of Sale, Order Nisi and Final Order of Court, which said Report of Sale, Order Nisi and Final Order of Court are in the words following, to wit:

In the matter of the tax sale of real estate in Brinkleys Election District, Somerset County, Maryland, assessed to Horace Williams for the years 1952, 1953, 1954, 1955 & 1956 made and reported by Carlos Bozman, County Treasurer and Collector.
Murphy Robinson, Purchaser
_____

No. 7444 Chancery
In the Circuit Court for
Somerset County, Maryland,
in Equity

TREASURER'S SALE FOR TAXES

Under and by virtue of the power and authority vested in me as County Treasurer of Somerset County, Maryland, by the provisions of the Acts of the General Assembly of Maryland, I hereby give notice that on TUESDAY, July 30, 1957, at or about the hour of 2:00 P. M. at the Court House door in Princess Anne, Maryland, I will sell at public auction for cash, all the lots or parcels of land hereinafter severally mentioned and described, to pay and satisfy the State and County taxes levied against the hereinafter described lots or parcels of land for the years mentioned, or charged to and due from the several persons to whom the same are assessed, which said taxes are now due and in arrears for said years, together with the interest and costs thereon.

23. All that lot or parcel of land in Brinkleys Election District, said County and State containing two acres, more or less, with the improvements thereon, bounded on the west by the County road and A. T. Dashiell; on the north by Murphy Milbourne, bounded on the east and south by Addie F. Chamberlain, and assessed to Horace Williams for the years 1952, 1953, 1954, 1955 and 1956 and sold for the taxes due and in arrears for said years.

CARLOS BOZMAN
County Treasurer for
Somerset County, Maryland

Exhibit "A"

To the Honorable, the Judges of the said Court:

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

That on June 30th, 1952, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each 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 Horace Williams in Brinkleys Election District, Somerset County, Maryland, the sum of no dollars and eighteen cents State taxes, and four dollars and seventy-nine cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1953.

That in the month of August, 1952, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer, and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice with interest thereon, that said taxes would be collected by process of law.

That on June 30th, 1953, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Horace Williams in Brinkleys Election District, Somerset County, Maryland, the sum of no dollars and thirty-one cents State taxes, and eight dollars and fifty cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1954.

That in the month of August, 1953, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman County Treasurer and Collector as aforesaid prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear

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

That on June 30th, 1954, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Horace Williams in Brinkleys Election District, Somerset County, Maryland, the sum of no dollars and twenty-nine cents State taxes, and eight dollars and fifty cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1955.

That in the month of August, 1954, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald, a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, prepared the tax bills of 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 ther 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30th, 1955, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of person or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Horace Williams in Brinkleys Election District, Somerset County, Maryland, the sum of no dollars and fifty-seven cents State taxes, and nine dollars and twenty-seven cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1956.

That in the month of August, 1955, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald, a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos

Bozman, County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30th, 1956, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Horace Williams in Brinkleys Election District, Somerset County, Maryland, the sum of no dollars and fifty-six cents State taxes, and nine dollars and twenty-seven cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1957.

That in the month of August, 1956, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald, a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That the said State and County taxes for the years 1952, 1953, 1954, 1955 and 1956 being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Horace Williams, in said Brinkleys Election District, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of the said real estate (the said real estate not being capable of division or partition in the judgment of said County Treasurer) did advertise the whole of said real estate in the Crisfield Times, a weekly newspaper published in ~~the~~ said Somerset County, once in each of four successive weeks before the day of sale, and also by notice set up at the Court House door, in Princess Anne, In said County, giving notice of the time, place, manner and terms of said sale, the year or years for which the 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 July 30, 1957, 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 Horace Williams in said election district, as follows:

> All that lot or parcel of land in Brinkleys Election District, said County and State, containing two acres, more or less, with the improvements thereon, bounded on the west by the county road and A. T. Bashiell, on the north by Murphy Milbourne, bounded on the east and south by Addie F. Chamberlain, and assessed to Horace Williams for the years 1952, 1953, 1954, 1955 and 1956 and sold for the taxes due and in arrears for said years.
>
> And sold the said land to Murphy Robinson, he being the highest and best bidder therefor, at and for the sum of two hundred and twenty-five dollars ($225.00), now 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.

All of which is respectfully submitted,
Carlos Bozman
County Treasurer and Collector of State and County taxes

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 31st day of July, in the year nineteen hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer and Collector of State and County Taxes for Somerset County, Maryland, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made.

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

(SEAL OF NOTARY)

Eunice Pilchard
Notary Public

In the matter of the tax sale of the real estate in Brinkleys Election District, Somerset County, Maryland, assessed to Horace Williams, for the years 1952, 1953, 1954, 1955 and 1956, inc., made and reported by Carlos Bozman, County Treasurer and Collector of State and County Taxes for said Somerset County, Maryland. Murphy Robinson, Purchaser	No. 7444 Chancery In the Circuit Court for Somerset County, Maryland, In Equity

ORDER NISI

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 of July 30, 1957, of land in Brinkleys Election District, said County and State, containing two (2) acres, more or less, bounded on the west by the county road and A. T. Bashiell; on the north by Murphy Milbourne, bounded on the east and south by Addie F. Chamberlain, and assessed to Murphy Robinson at and for the sum of two hundred and twenty-five dollars ($225.00), now fully paid; and having been presented to the Court and being examined and appearing to the Court to be regular and it appearing that the provisions of the law in relation thereto have been complied with, it is thereupon this 4th day of August, 1958, 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 30 day of August, 1958, warning all person interested in said property to be and appear in this Court, in person or by solicitor, on or before the 5th day of September, 1958, to show cause, if any they have, why said sale should not be ratified and confirmed.

The report state the amount of sale to be $225.00.

E. McMaster Duer
Judge

September Term, 1958

It having been proven 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 said Somerset County, according to the terms of said Order Nisi, and no objections having been shown, it is hereby ADJUDGED, ORDERED and DECREED, this 30th day of October, 1958, by the Circuit Court for Somerset County in Equity, that the aforegoing Report of Sale, and the sale therein reported, be and the same are hereby finally ratified and confirmed.

Rex A. Taylor
Judge

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

Per: Grace J. Barnes , Clerk

November Term, 1958

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in November , being the 3rd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-eight.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A.Taylor, Associate Judge
and Grace J. Barnes, Clerk

Isaac H. Dorsey, Esq., Sheriff

In the matter of the tax sale of real estate in Brinkleys Election District, Somerset County, Maryland, assessed to Douglass & Edna Adams for the years 1954, 1955 and 1956 made and reported by Carlos Bozman, County Treasurer and Collector Sold to Earl Butler	Be it remembered that heretofore to wit, on the 8th day of October, in the year Nineteen Hundred and Fifty-eight, a certain Carlos Bozman, County Treasurer and Collector of State and County Taxes, by Harry C. Dashiell, filed in Court here, Report of Sale, Order Nisi and Final Order of Court, which said Report of Sale, Order Nisi and Final Order of Court are in the words following, to wit:

In the mater of the tax sale of real estate in Brinkleys Election District, Somerset County, Maryland, assessed to Douglass & Edna Adams Earl Butler, Purchaser	No. 7469 Chancery In the Circuit Court for Somerset County, Maryland, In Equity

TREASURER'S SALE FOR TAXES

Under and by virtue of the power and authority vested in me as County Treasurer for Somerset County, Maryland, by the provisions of the Acts of the General Assembly of Maryland, I hereby give notice that on TUES. JULY 30, 1957, 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 parcel of land, hereinafter severally mentioned and described, to pay and satisfy the State and County Taxes levied against the said 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 thereon.

No. 19. All that lot or parcel of land in Brinkley's Election District, said County and State, and containing 2 acres, more or less, with the improvements thereon, bounded on the east by a private road, on the north by Norris Young; on the sough by a ditch and on the west by Harrison Adam's heirs; fronting 600 ft. on said private road with a depth of 300 ft., and assessed to Douglass and Edna Adams for the years 1951, 1952, 1953, 1954, 1955 and 1956, and sold for the teaxes due and in arrears for said years.

CARLOS BOZMAN
County Treasurer for
Somerset County, Maryland

EXHIBIT "A".

To the Honorable, the Judges of the said Court:

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

That on June 30, 1954, 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 was made Carlos Bozman, County Treasurer of said County, in pursuance of his duties as Clerk to said County Commissioners for the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each 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 Douglass and Edna Adams in Brinkley's Election District, Somerset County, Maryland, the sum of no dollars and fourteen cents State taxes, and three dollars and eighty cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1955.

That in the month of August, 1954, the said Carlos Bozman, County Treasurer and Collectpr as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald, a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer, and Collector as aforesaid, prepared the tax bills of every taxpayer and forwarded the same by mail or delivered the same to the person or persons or corporate 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 are as their residence or post office was known or ascertained by said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1955, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Douglass and Edna Adams in Brinkley's Election District, Somerset County, Maryland, the sum of

no dollars and twenty-five cents State taxes, and four dollars and fourteen cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1956.

That in the month of August, 1955, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald, a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That on June 30, 1956, 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 was made, Carlos Bozman, 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 the purpose, as required by law, showing the aggregate assessment of every person, set of persons or corporate institutions, as the same appeared on the assessment books of said county, with the names of the owners arranged according to election districts and alphabetically for each district, and showing the amount of State and County taxes due and owing by every such persons, set of persons or corporate institutions.

That by said levy the said County Commissioners did levy upon the property assessed to Douglass & Edna Adams in Brinkley's Election District, Somerset County, Maryland, the sum of no dollars and twenty-five cents State taxes, and four dollars and fourteen cents, County taxes, and that said State and County taxes were due and in arrears on January 1, 1957.

That in the month of August, 1956, the said Carlos Bozman, County Treasurer and Collector as aforesaid, gave notice of said annual levy by advertisement inserted once a week for four successive weeks in the Marylander & Herald, a newspaper published in Princess Anne, Maryland, and in the Crisfield Times, a newspaper published in Crisfield, Maryland, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, prepared the tax bills of 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 said County Treasurer, on or before the first day of October next succeeding said levy, and that such advertisement and tax bills contained a clear statement of the interest to be charged on all tax bills, and a notice that if said taxes were not paid on or before the first day of January next succeeding said notice, with interest thereon, that said taxes would be collected by process of law.

That the said State and County taxes for the years 1954, 1955 and 1956 being still due and in arrears and unpaid, constituted a lien upon the real estate of the said Douglass and Edna Adams, in said Brinkley's Election District, and the said Carlos Bozman, County Treasurer and Collector as aforesaid, having found it necessary to enforce the payment of said taxes by a sale of the said real estate (the said real estate not being capable of division or partition in the judgment of said County Treasurer) did advertise the whole of said real estate in the Crisfield Times, a weekly newspaper published in said Somerset County, once in each of

four successive weeks before the day of sale, and also by notice set up at the Court House door, in Princess Anne, in said County, giving notice of the time, place, manner and terms of said sale, the year or years for which the 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 July 30th, 1957, 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 Douglass & Edna Adams in said election district, as follows:

No. 19 "All that lot or parcel of lan_ in Brinkley's Election District, said Countyof Somerset and State of Maryland, containing 2 acres, more or less, with the improvements thereon, bounded on the east by a private road; on the north by Norris Young; on the sough by a ditch and on the west by Harrison Adams' heirs, fronting 600 ft. on said private road with a depth of 300 ft., and assessed to Douglass & Edna Adams for the years 1951, 1952, 1953, 1954, 1955 and 1956, and sold for the taxes due and in arreare for said years"

AND the said Carlos Bozman, County Treasurer etc.. sold said property to Earl Butler of said Somerset County, Maryland, he being the highest and best bidder therefor, at and for the sum of forty dollars ($40.00), now 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.

All of which is respectfully submitted,
Carlos Bozman
County Treasurer and Collector of State and County taxes

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT

I hereby certify that on this 6th day of October, nineteen hundred and fifty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Carlos Bozman, County Treasurer, and Collector of State and County taxes for said Somerset County, and made oath in due form of law that the matters and facts set forth in the aforegoing 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.

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

(seal of notary)

Gerturde H. Bozman
Notary Public

In the matter of the tax sale of real estate in Brinkley's Election District, Somerset County, Maryland, assessed to Douglass and Edna Adams, for the years 1954, 1955, and 1956, made and reported by Carlos Bozmnn, County Treasurer and Collector, etc. for said Somerset County. Earl Butler, Purchaser	:	No. 7469 Chancery
	:	In the Circuit Court for
	:	Somerset County, Maryland,
	:	In Equity

. . . . . .

ORDER NISI

The annexed and aforegoing Report of Sale 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 30, 1957, of land in Brinkley's Election District, said County and State, containg 2 acres, more or less, with the improvements thereon, bounded on the east by a private road, on the north by Norris Young, on the sough by a ditch, and on the west by Harrison Adams' heirs, fronting 600 ft. on said private road with a depth of 300 ft., and assessed to Douglass and Edna Adams for the years 1954, 1955 and 1956, made to the said Earl Butler and for the sum of forty dollars (40.00), now fully paid; and having been presented to the Court and examined and appeared to be regular, and it appearing that the provisions of the law in relation thereto have been complied with.

IT IS THEREUPON this 8th day of October, 1958, by the Circuit Court for Somerset County, Maryland, in Equity, ordered that notice be given in one of the newspapers published in said

said Somerset County once in each of three successive weeks, before the 3rd day of November, 1958, warning all persons interested in said property to be and appear in this Court, in person or by Solicitor, on or before the 19th d y of November, 1958, 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 $ 40.00

E. McMaster Duer, Judge

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 29th day of November, 1958, by the said Circuit Court for Somerset County, in Equity, that the aforegoing Report of Sale and the sale therein reported be and the same are hereby finally ratified and confirmed.

E. McMaster 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: Grace J. Barnes, Clerk

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March Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for Said County, on the first Monday in March, being the 2nd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-nine.

Were Present,
Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

Alexander G. Jones, Attorney, Ex Parte under power contained in mortgage from Tangier Sound Development and Construction Company, Inc., a body corporate of the State of Maryland, to the Bank of Somerset, a body corporate	) Be it remembered that heretofore to wit, on the fifth day of January, in the year Nineteen Hundred and Fifty-nine, a certain Alexander G. Jones, Ex Parte, Attorney of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an original of a certain mortgage, which said original of Mortgage is in the words following, to wit:

Alexander G. Jones, Ex Parte, Attorney named in mortgage made by Tangier Sound Development and Construction Company, Inc.	No. 7491 Chancery In the Circuit Court for Somerset County, Maryland

. . . .

THIS MORTGAGE, Made this 31st day of October, in the year nineteen hundred and fifty-seven, by Tangier Sound Development and Construction Company, Inc., a body corporate of the State of Maryland, Witnesseth:

Whereas, the said Tangier Sound Development and Construction Company, Inc., a body corporate as aforesaid, is indebted unto the Bank of Somerset, a body corporate of the State of Maryland, in the full and just sum of four thousand dollars ($4000.00), which said indebtedness is evidenced by the bill obligatory of the said Tangier Sound Development and Construction Company for said sum, dated evenly herewith, payable to the order of the said Bank of Somerset, one year after date, with interest from date payable quarterly; and whereas, for the purpose of further securing the payment of said sum and interest, this mortage is executed.

Now, therefore, this mortgage witnesseth: That for and in consideration of the premises, and the sum of one dollar, the said Tangier Sound Development and Construction Company, Inc., hereby grants and conveys unto the said Bank of Somerset, a body corporate as aforesaid, its successors or assigns, all that tract or parcel of land situate in Deal Island Election District, Somerset County, Maryland, between the Tangier Sound shore and the county road leading from Wenona to the mainland, and beginning for the outlines of the same at a stone on the south side of the public road at the corner of the lot of John Milbourn, designated by the letter "A" on the plat of the "Denwood W. White Farm", made by Samuel F. Miles, Surveyor, on March 24, 1938 and attached to a deed from Denwood W. White and wife to Henry Gordon Holdway and wife dated April 19, 1938 and recorded among the aforesaid Land Records in Liber J.M.T. No. 115, folio 1; thence with the south side of the said public road (to the marsh) North 81° 45' West 130 rods (96 rods to the line of marsh and highland) to the Tangier Sound shore; thence with the said shore line South 18° 40' West 61.12 rods; thence Sough 29° 30' East 58.40 rods; thence across the marsh and highland East 93.90 rods (54.40 rods with a ditch through the upland)to a point 4 feet westerly from a large pine tree; thence with several residence lots belonging to the various parties named and indicated on the plat, the seven following courses and distances: North 23° 30' East 65.80 rods part way with a ditch; thence North 83° 15' West 4.76 rods with a ditch to another ditch; thence with same North 10° East 7.44 rods; thence South 82° 15' East 3.08 rods; thence North 10° East 16 rods; thence North 76° 15' West 6.60 rods; thence North 24° 30' East 5.56 rods to the beginning, containing 31.24 acres of marshland and 48.06 acres of arable land or a total of 79.30 acres, more or less, excepting, however, from the land herein described and from the aforesaid plat the lots of land conveyed by the following deeds: (1) Deed from Denwood W.White and wife to Isaac J. White and Irene White dated September 5, 1911 and recorded in Liber J.M.T. No. 101, folio 286; (2) Deed from Fred Fitz Randolph to William C. Thomas and wife dated March 8, 1946 and recorded in Liber B.L.B. No. 135, folio 349; (3) Deed from Fred Fitz Randolph to Charles P. Abbott and wife dated March 8, 1946 and recorded in Liber B.L.B. No. 135, folio 350; (4) Deed from Fred Fitz Randolph to Edward Lee Abbott dated August 7, 1946 and recorded in Liber B.L.B. No. 138, folio 62; (5) Deed from Maude E. Holloway, et ux, to Trustees of St. Paul Methodist Church at Wenona dated April 21, 1956 and recorded in Liber B.L.B. No. 176, folio 470; and being the same and all the land which was conveyed unto the said Tangier Sound Development and Construction Company, Inc. by Maude E. Holloway and Edward O. Holloway by deed dated September ____, 1956 and recorded among the aforesaid Land Records in Liber B.L.B. No. 180, folio 133, and by confirmatory deed dated September 16, 1957 and intended to be recorded among the Land Records of Somerset County.

To which said deeds and plat and all the references and descriptions in them contained, special reference is here made for a more complete and 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 its successors and assigns forever.

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

And it is agreed that until default be made in the premises, the said Mortgagor shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public due, charges, mortgage debt and interest aforesaid, the said Tangier Sound Development and Construction Company, Inc. 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 Alexander G. 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 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 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 its 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 mortgage 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 four 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 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 the said improvements,

and whatever sum the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness hereby intended to be secured, with interest from the date of payment, as though included in the mortgage debt hereinbefore first mentioned.

WITNESS the corporate seal of Tangier Sound Development and Construction Company, Inc. and the signature of Edward G. Holloway, its president.

(CORPORATE SEAL)

Attest: H. A. Simons

Tangier Sound Development and Construction Company, Inc.

By Edward G. Holloway
President

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, to-wit:

I HEREBY CERTIFY, That on this 31st day of October, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for the City aforesaid, personally appeared Edward G. Holloway, President of Tangier Sound Development and Construction Company, Inc. and acknowledged the foregoing mortgage to be the act and deed of said corporation and at the same time and place also personally appeared before me 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 above written.

STATE STAMPS: $4.40

Louis G. Waring
Notary Public

Louis G.Waring, Notary Public
Phila. Phila. Co., Pa.
My Commission Expires Jan. 31, 1961.

State of Maryland, Somerset County, to wit: (SEAL OF NOTARY)

I hereby certify, that on this 8th day of November, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Edgar A. Jones, President of the Bank of Somerset, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is trueand bona fide as therein set forth and that he is agent of the mortgagee, duly authorized to make this affidavit.

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

(SEAL OF NOTARY)

Eunice Pilchard
Notary Public

Received for record Nov. 8th, 1957, and recorded in Liber B.L.B. No. 183, Folio 572, one of the Land Records of Somerset County.

Per: Grace J. Barnes, Clerk

And thereafter, on the Fifth day of January, in the year Nineteen Hundred and Fifty-nine, an Affidavit as to Amount Due was filed in Court here, which said Affidavit as to Amount Due is in the words following, to wit:

Alexander G. Jones, Attorney	:	
Ex parte under power contained in	:	No. 7491 Chancery
Mortgage from Tangier Sound Develop-	:	In the Circuit Court for
ment and Construction Company to the	:	Somerset County, Maryland
Bank of Somerset	:	

. . . . . .

State of Maryland, Somerset County, to wit:

On this 5th day of January, 1959, before me, the undersigned officer, personally appeared Edward J. Price and made oath in due form of law, as follows: That the principal amount owing on the above mortgage is $4,000.00, with interest from July 31, 1958.

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

(SEAL OF NOTARY)

Eunice Pilchard
Notary Public

And thereafter, on the fifth day of January, in the year Nineteen Hundred and Fifty-nine, a Trustee's Bond was filed in Court here, which said Trustee's Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander G. Jones, of Somerset County and State of Maryland, and the Fidelity and Casualty Company of New York, a body corporate, are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars ($4,000.00), 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 or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of January, in the year nineteen hundred and fifty-nine.

Whereas, by mortgage dated October 31, 1957, recorded among the Land Records of Somerset County in Liber B.L.B. No. 183, folio 572, Tangier Sound Development and Construction Company, Inc., a body corporate of the State of Maryland, conveyed to the Bank of Somerset certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas, the said Alexander G. Jones, Attorney named in said mortgage, by virtue of the power and authority contained in said mortgage is authorized, upon default, to sell the property conveyed by said mortgage; and whereas, default has occured in the terms and conditions of said mortgage and the said Alexander G. 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 Alexander G. Jones, do and shall, well and faithfully perform the trust reposed in him by said mortgage and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Alexander G. Jones (SEAL)

The within Bond approved.
Grace J. Barnes, Clerk

The Fidelity and Casualty Company of New York

Witness: Eunice Pilchard

By Alexander G. Jones (CORPORATE SEAL)
Attorney in Fact

Filed for record Jan. 5, 1959, and recorded in Liber B.L.B. No. 8, Folio 121.

Test: Grace J. Barnes, Clerk

And thereafter, on the Fourth day of February, in the year Nineteen Hundred and Fifty-nine there were filed in Court here, a Report of Sale, Order Nisi, and Final Order, which said Report of Sale, Order Nisi and Final Order are in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Tangier Sound Development Company, Inc.	No. 7491 Chancery In the Circuit Court for Somerset County, Maryland

To the Honorable, the Judge of said Court:

The report of sales of Alexander G. Jones, Attorney named in a certain mortgage made and executed by Tangier Sound Development and Construction Company, Inc., a body corporate of the State of Maryland, to the Bank of Somerset, a body corporate, dated October 31, 1957 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 183, folio 572, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of 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, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 3rd day of February, 1959, at two o'clock P. M., and then and there proceed to sell the property described in said mortgage, to wit:

All that tract or parcel of land situate in Deal Island Election District, Somerset County, Maryland, between the Tangier Sound shore and the county road leading from Wenona to the mainland, beginning at a stone on the sough side of the public road at the corner of the lot of John Milbourn, designated by the letter "A" on the plat of the "Denwood W. White Farm", made by Samuel F. Miles, Surveyor, on March 24, 1938 and attached to a deed from Denwood W. White and wife to Henry Gordon Holdway and wife dated April 19, 1938 and recorded among the Land Records of Somerset C unty in Liber J.M.T. No. 115, folio 1; thence with the south side of the said public road (to the marsh) North 81° 45' West 130 rods (96 rods to the line of the marsh and highland) to the Tangier Sound shore; thence with the said shore line Sough 18° 40' West 61.12 rods; thence South 29°30' East 58.40 rods; thence across the marsh and highland East 93.90 rods (54.40 rods with a ditch through the upland) to a point 4 feet westerly from a large pine tree; thence with several residence lots belonging to the various parties named and indicated on the plat, the seven following courses and distances: North 23° 30' East 65.80 rods part way with a ditch; thence North 83° 15' West 4.76 rods with a ditch to another ditch; thence with same North 10° East 7.44 rods; thence Sough 82° 15' East 3.08 rods; thence North 10° East 16 rods; thence North 76° 15' West 6.60 rods; thence North 24° 30' East 5.56 rods to the beginning, containing 31.24 acres of marsh land and 48.06 acres of arable land or a total of 79.30 acres, more or less, excepting, however, from the land herein described and from the aforesaid plat the lots of land conveyed by the following deeds: (1) Deed from Denwood W. White and wife to Isaac J. White and Irene White dated September 5, 1911 and recorded among the aforesaid Land Records in Liber J.M.T. No. 101, folio 286; (2) Deed from Fred Fitz Randolph to William C. Thomas and wife dated March 8, 1946 and recorded among the aforesaid Land Records in Liber B.L.B. No. 135, folio 349; (3) Deed from Fred Fitz Randolph to Charles P. Abbott and wife dated March 8, 1946 and recorded among the aforesaid Land Records in Liber B.L.B. No. 135, folio 350; (4) Deed from Fred Fitz Randolph to Edward Lee Abbott dated August 7, 1946 and recorded among the aforesaid Land Records in Liber B.L.B. No. 138, folio 62; (5) Deed from Maude E. Holloway, et ux, to Trustees of St. Paul Methodist Church at Wenona dated April 21, 1956 and recorded among the aforesaid Land Records in Liber B.L.B. No. 176, folio 470, and being the same and all the land which was conveyed unto the said Tangier Sound Development and Construction Company, Inc. by Maude E; Holloway and Edward G. Holloway by deed dated September __, 1956 and recorded among the aforesaid Land Records in Liber B.L.B. No. 180, folio 133, and by confirmatory deed dated September 16, 1957 and recorded among the aforesaid Land Records in Liber G.J.B. No. 184, folio 156, and sold the same an undivided one-half interest to H. Louis Horner and Mary Louise Long Horner, his wife, and an undivided one-half interest to Donald H. Horner at and for the sum of sixty-one hundred dollars ($6100.00), they being then and there the highest bidders therefor, and thepurchasers have complied with the terms of sale to the satisfaction of your trustee and your trustee has distributed the proceeds, as follows:

Total sales		$6100.00
To Clerk of the Circuit Court for costs	$ 28.00	
To Marylander and Herald, advertising and Order Nisi	86.75	
To Auctioneer	35.00	
To premium on bond	16.00	
To Solicitor	25.00	
To Carlos Bozman, Treas.	14.95	
To one-fourth year - 1959 taxes	3.70	
To advertising the Salisbury Times	6.50	
To commissions	319.00	
To Balance to Be distributed	5563.10	6100.00
To Balance to Be distributed		$5563.10
To Total mortgage debt, principal	$4000.00	
To Interest from July 31, 1958	121.33	
To Balance to Tangier Sound Development and Construction Company, Inc.	1441.77	5563.10

Respectfully submitted,
Alexander G. Jones
Attorney

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 3rd day of February, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alexander G. Jones, Attorney named in the aforegoing report of sale, and made oath in due form of law that the matters and things therein stated are true so the best of his knowledge and belief and that the sale therein reported was fairly made.

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

(SEAL OF NOTARY)

Eunice Pilchard
Notary Public

ORDER NISI

Ordered this 4th day of February, in the year nineteen hundred and fifty-nine, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Alexander G. Jones, Attorney named in the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of March, 1959, provided a copy of this order be inserted in some newspaper published in said Somerset County once in each of four successive weeks before the 7th day of March, 1959.

The report states the amount of sales to be $6100.00.

Grace J. Barnes
Clerk of the Circuit Court

FINAL ORDER

Ordered by the Circuit Court For Somerset County in Equity, this 10th day of March, in the year nineteen hundred and fifty-nine, that the sale of the real estate mentioned in these proceedings made and reported by Alexander G. Jones, Attorney mentioned in said mortgage, and the distribution of the proceeds therein, 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.

E. McMaster 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: Grace J. Barnes, 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 in Princess Anne Town, in and for said County, on the first Monday in March, being the 2nd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-nine.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

Sara B. Tilghman, widow,
Allen Road, Fruitland, Maryland

vs.

Nadine Tilghman Gordy, widow,
Fruitland, Maryland

Ronald Tilghman
Frances Smith Tilghman, his wife,
3238 Guilford Street,
Philadelphia 36, Pennsylvania

) Be it remembered that heretofore, to wit, on the
) Fifth day of July, in the year Nineteen Hundred
) and Fifty-seven, a certain Richard M. Pollitt,
) Attorney, for and on behalf of Sara B. Tilghman,
) exhibited and filed in the Circuit Court here a
) Bill of Complaint, which said Bill of Complaint is
) in the words following, to wit:

Sara B. Tilghman, widow,
Allen Road, Fruitland, Maryland

vs.

Nadine Tilghman Gordy, widow,
Fruitland, Maryland

Ronald Tilghman
Frances Smith Tilghman, his wife,
3238 Guilford Street,
Philadelphia 36, Pennsylvania

: No. 7327 Chancery
:
: In the Circuit Court for
:
: Somerset County, Maryland,
: In Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

FIRST

That Bettie E. Tilghman, late of Wicomico County, Maryland, deceased, died on December 15, 1941, seized and possessed of certain real estate described as follows:

ALL THAT PIECE OR PARCEL OF LAND situate and lying in East Princess Anne Election District of Somerset County, State of Maryland, located on the Westerly side of and binding upon the County Road leading from Fruitland to Friendship Methodist Protestant Church, bounded on the South by the lands of James L. Pollitt, and the lands of Orlando and Dennard Bowland, and/on the West by the lands of L. Edgar Pollitt and the land of Levin R. Pollitt, and on the North by a road dividing the land herein described from the land of Levin R. Pollitt and the land of Alfred J. Pollitt, containing one hundred ten (110) acres of land, more or less, and being in all respects the same land that was conveyed to the said Bettie E. Tilghman from Marion S. Jones and Ethel P. Jones, his wife, by deed dated February 25, 1913, and recorded among the Land Records of Somerset County, Maryland, in Liber S.P.D. No. 62, Folio 403; reference to said deed and all preceding deeds of said property and to the references therein contained is hereby referred to and made a part hereof as if herein fully set forth.

SECOND

That by her Last Will and Testament, dated May 23, 1940, and duly filed for probate in the Orphans Court for Wicomico County, Maryland, in Estate No. 2282 in said Court, the said Bettie E. Tilghman willed and devised the aforesaid real estate to her son, Walter J. Tilghman, and her grand-daughter, Nadine Tilghman Gordy, as tenants in common, share and share alike, a copy of said Will being attached hereto and marked "Complainant's Exhibit "A".

THIRD

That the said Walter J. Tilghman died intestate on June 21, 1957, leaving as his sole surviving heirs at law his widow, Sara B. Tilghman, and his children, Nadine Tilghman Gordy and Ronald Tilghman.

FOURTH

That the said Ronald Tilghman has intermarried with Frances Smith Tilghman, who thereby acquired a right of dower in the share of the said Ronald Tilghman in said real estate.

FIFTH

That the parties hereto are tenants in common of the aforesaid real estate, and that the said property is not susceptible of partition in kind without material loss and injury to the parties entitled to interest therein, and in order to make division of their respective interests it will be necessary that the said property be sold and that the proceeds thereof be divided among the parties hereto according to their respective interests.

TO THE END, THEREFORE,

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

(2) That a trustee may be appointed to make said sale under the direction of this Court, and to execute a proper conveyance to the purchaser or purchasers thereof, and to distribute the proceeds of said sale to the parties hereto according to their respective interests.

(3) And for such other and further relief as the case may require.

May it please Your Honors to grant unto your oratrix the Writ of Subpoena, directed to the said Nadine Tilghman Gordy, commanding her to be and appear in this Court in person or by solicitor, on or before a certain day to be named therein, and Answer in the premised and abide by and perform such decree or order as may be passed therein.

And may it please Your Honors to grant unto your oratrix the Order of Publication, giving notice to the said Ronald Tilghman and Frances Smith Tilghman, his wife, of the object and substance of this Bill of Complaint, 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, and Answer in the premises and abide by and perform such decree or order as may be passed therein.

AND, as in duty bound, etc.

Sara B. Tilghman, widow

Richard M. Pollitt
Solicitor for Complainant
Richardson Building
Salisbury, Maryland
Telephone PIoneer 9-6761

STATE OF MARYLAND, SOMERSET COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 5th day of July, A.D., 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sara B. Tilghman, known to me to be the complainant in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true and correct to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal the day and year last above written.

For exhibit "A", See Case #7327.

Virginia B. Miles
Notary Public

SEAL OF NOTARY

And thereafter, on the Fifth day of July, in the year Nineteen Hundred and Fifty-seven, there was filed in Court here the Order of Publication, which said Order of Publication are in the words following, to wit:

Sara B. Tilghman, widow	:	No. 7327 Chancery
vs.	:	In the Circuit Court for
Nadine Tilghman Gordy, widow Ronald Tilghman Frances Smith Tilghman, his wife	:	Somerset County, Maryland In Equity

. . . . . : . . . . .

ORDER OF PUBLICATION

The object of this suit is to procure the sale of real property and to appoint a trustee to convey the property and to authorize said trustee to execute a proper conveyance to the purchaser or purchasers thereof and to distribute the proceeds of said sale to the parties according to their respective interests.

The Bill recites that Bettie B. Tilghman, late of Wicomico County, Maryland, deceased, died on December 15, 1941, seized and possessed of certain real estate which is more particularly described therein; that by her Last Will and Testament, the said Bettie B. Tilghman willed and devised the said real estate to her son Walter J. Tilghman, and her granddaughter Nadine Tilghman Gordy, as tenants in common share and share alike, a copy of said Will being filed herein and marked "Complainants Exhibit A"; that the said Walter J. Tilghman died intestate on June 21, 1957, leaving as his sole surviving heirs at law his widow, Sara E.Tilghman, and his children, Nadine Tilghman Gordy and Ronald Tilghman; that the said Ronald Tilghman has intermarried with Francis Smith Tilghman; that the parties to the suit are tenants in common of the said property and that said property cannot be divided in kind without material loss and injury to the parties and that it is necessary that the said property be sold and the proceeds thereof divided among the parties according to their respective interests.

IT IS, THEREUPON; this 5th day of July, 1957, ORDERED, by the Circuit Court of Somerset County, Maryland in Equity that the Complainant, by causing a copy of this Order of Publication to be inserted in some newspaper published in said Somerset County, once in each of four successive weeks before the 3rd day of August, 1957 to give notice to the said Ronald Tilghman and Francis Smith Tilghman non resident defendants of the object and substance of the suit and warning them to be and appear in this court in person or by Solicitor on or before the 19th day of August, 1957 to answer in the premises and abide by and perform such decree or Order as may be passed therein.

Benjamin L. Barnes, Clerk

And thereafter, on the Fifth day of July, in the year Nineteen Hundred and Fifty-seven, a Subpoena was issued, which said Subpoena with Return thereon is in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, to Wit:

To Nadine Tilghman Gordy, Widow
Fruitland,
Maryland

SEAL OF COURT

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Sara B. Tilghman, Widow, Allen Road, Fruitland, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 1st day of July Nineteen Hundred and Fifty-seven.

Issued the 5th day of July, 1957.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Richard M. Pollitt

Address Salisbury, Maryland

Benjamin L. Barnes,
Clerk

RETURN: "Summoned Nadine Tilghman Gordy and copy of Subpoena, Bill of Complaint, Affidavit and Exhibits left with her, this 9th day of July, 1957."

Jesse W. Pollitt
Sheriff of Wicomico County

Sara B. Tilghman, widow : No. 7327 Chancery
vs. : In the Circuit Court for
Nadine Tilghman Gordy, widow : Somerset County and
Ronald Tilghman
Frances Smith Tilghman, his wife : State of Maryland

MR. CLERK:

Please enter our appearance for Nadine Tilghman Gordy, one of the defendants in the above entitled case.

Long & Long
Arthur A. Palmer

And thereafter, on the Sixteenth day of July, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here the Answer of Nadine Tilghman Gordy, one of the defendants, which said Answer is in the words following, to wit:

Sara B. Tilghman, widow : No. 7327 Chancery
vs. : In the Circuit Court for
Nadine Tilghman Gordy, widow : Somerset County and
Ronald Tilghman
Frances Smith Tilghman, his wife : State of Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Nadine Tilghman Gordy, widow, one of the defendants in the above proceedings, through Long & Long and Arthur A. Palmer, her attorneys, for answer to the bill of complaint filed herein, says:

(1) That she admits the matters and thihgs alleged in each and every paragraph of said bill of complaint.

(2) That she consents to the passage of a decree forthwith by the Circuit Court for Somerset County, Maryland for the sale of the property mentioned therein, and for the purpose of fixing the bond she places a valuation of Five Thousand Dollars ($5,000.00) on said property and she recommends and requests that John William Long be appointed one of the trustees for the sale of said property.

Nadine Tilghman Gordy

Long & Long
Arthur A. Palmer
Attorneys for Nadine Tilghman Gordy, one of the defendants

Service of the aforegoing Answer is hereby admitted this 15th day of July, 1957, and copy thereof left with me.

Richard M. Pollitt
Attorney for Complainant

And thereafter, on the Twenty-third day of July, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here the Answer of Ronald Tilghman, one of the defendants, which said Answer is in the words following, to wit:

Sara B. Tilghman, widow : No. 7327 Chancery
vs. : In the Circuit Court for
Nadine Tilghman Gordy, Widow : Somerset County, State of
Ronald Tilghman
Frances Smith Tilghman, his wife : Maryland, In Equity

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ronald Tilghman, one of the defendants in the above proceedings, by John B. Robins, his Attorney, for answer to the Bill of Complaint filed herein, says:

(1) That he admits the matters and things alleged in each and every paragraph of said Bill of Complaint.

(2) That he consents to the passage of a decree forthwith by the Circuit Court for Somerset County, Maryland for the sale of the property mentioned therein, and for the purpose of fixing the bond he places a valuation of Five Thousand Dollars ($5,000.00) on said property.

John B. Robins
Attorney for Ronald Tilghman,
one of the Defendants

Ronald Tilghman

Service of the aforegoing Answer is hereby admitted this 19th day of July, 1957, and a copy thereof left with me.

Richard M. Pollitt
Attorney for Complainant

And thereafter, on the Twenty-third day of July, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here two Certificates of Service, which said Certificates of Service were in the words following,to wit:

PERSONAL SERVICE of the aforegoing Order of Publication is hereby admitted, this 15th day of July, A.D., 1957, and a copy thereof left with me.

Ronald Tilghman

SUBSCRIBED AND SWORN TO, before me, this 15th day of July, A.D., 1957.

Patricia S. Richardson
Notary Public

SEAL OF NOTARY

PERSONAL SERVICE of the aforegoing Order of Publication is hereby admitted, this 15th day of July, A.D., 1957, and a copy thereof left with me.

Frances Smith Tilghman

SUBSCRIBED AND SWORN TO, before me, this 15th day of July, A.D., 1957.

Patricia S. Richardson
Notary Public

SEAL OF NOTARY

And thereafter, on the Twenty-fourth day of July, in the year Nineteen Hundred and Fifty-seven, was filed in Court here, a Petition, Order of Court, and Answer of Frances Smith Tilghman, which said Petition, Order of Court, and Answer are in the words following, to wit:

Sara B. Tilghman, Widow	:	No. 7327 Chancery
vs.	:	In the Circuit Court for
Nadine Tilghman Gordy, widow Ronald Tilghman Frances Smith Tilghman, his wife	:	Somerset County and State of Maryland

. . . . . .:. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard M. Pollitt, Attorney for Sara B. Tilghman, Widow, respectfully represents:

1. That your Petitioner has heretofore filed in these proceedings a Bill of Complaint against the defendants, one of whom, Frances Smith Tilghman, is an infant.

2. That your Petitioner feels that a guardian ad litem should be appointed to answer for the said infant, who because of her minority, is unable to answer for herself.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order appointing a Guardian Ad Litem for the said Frances Smith Tilghman, infant, and authorizing said Guardian ad litem to file an answer for said infant in these proceedings.

Richard M. Pollitt

O R D E R O F C O U R T

The above petition having been read and considered, it is, thereupon, this 24th day of July, A.D., 1957, by the Circuit Court for Somerset County, Maryland, in Equity, ORDERED, that Grace J. Barnes be, and she is hereby appointed Guardian Ad Litem of Frances Smith Tilghman, infant, and is hereby authorized to answer for said infant in these proceedings.

E. McMaster Duer, Judge

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Frances Smith Tilghman, by Grace J. Barnes, Guardian Ad Litem, appointed by this Honorable Court, to the allegations of the Bill of Complaint exhibited against her in the above entitled cause, respectfully says:

That the defendant, being an infant, cannot admit any of the allegations in said Bill of Complaint, and she therefore submits her rights thereunder to the protection of this Court.

Grace J. Barnes
Guardian Ad Litem

And afterwards, to wit, on the second day of August, in the year nineteen hundred and Fifty-Seven, was filed in Court here, a Decree, which said Decree is in the words following, to wit:

Sara B. Tilghman, Widow	:	No. 7323 Chancery
vs.	:	In the Circuit Court for
Nadine Tilghman Gordy, Widow Ronald Tilghman Frances Smith Tilghman, his wife	:	Somerset County State of Maryland, In Equity

. . . . . : . . . . . .

D E C R E E

The proceedings having been submitted to the Court on the Bill and Answers admitting the allegations of the Bill of Complaint, it is this 2nd day of August, A.D., 1957, ORDERED, ADJUDGED, and DECREED that the property in the proceedings mentioned be sold and that Richard M. Pollitt and John William Long, be and they are hereby appointed Trustees to make sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a corporate surety in the penalty of $5,000.00 conditioned for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future Decree or Order in the premises, and they shall then proceed to make the sale, having given at least three weeks notice by advertisement inserted in such newspaper or newspapers published in Somerset County, State of Maryland, as they shall think proper, of the time, place, manner, and terms of sale, which shall be one-third cash at day of sale and balance upon ratification of the said sale, or all cash, at the option of the purchaser or purchasers, and as soon as may be convenient after such sale, the said Trustees 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 on obtaining the Court's ratification of sale, and on payment of the whole purchase price, the said Trustees 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 and those claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money arising from the said sale to be distributed under the direction of this Court, after deducting cost of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust.

E. McMaster Duer
JUDGE

And thereupon, on the Twenty-third day of December, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here, a Trustee's Bond, which said Trustee's Bond is in the words following, to wit:

B O N D

THE PHOENIX INSURANCE COMPANY

Hartford, Connecticut

KNOW ALL MEN BY THESE PRESENTS: -

John William Long, of Salisbury, Maryland, and Richard M. Pollitt, of Salisbury, Maryland, as principal, and

The Phoenix Insurance Company, abody corporate, of Hartford, Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND DOLLARS ($5000.00), to be paid to the said State, or tis certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals this the sixteenth day of December, in the year Nineteen Hundred and Fifty-eight.

Whereas, the above bounden John William Long and Richard M. Pollitt by virtue of a decree dated August 2nd, 1957, were appointed Trustees to sell the real Estate mentioned in the proceedings in the cause of Sara B. Tilghman, widow vs. Nadine Tilghman Gordy, widow, et al,, being No. 7327 Chancery, now ponding 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 John William Long and Richard M. Pollitt do and shall well and truly and faithfully perform the turst imposed in them by the aforesaid Decree of Court, or that may be reposed in them by any future Decree or Order in the premised, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:
L. Morris Byrd

John William Long, Seal

Richard M. Pollitt, Seal

THE PHOENIX INSURANCE COMPANY

By J. Asbury Holloway
Attorney-in-Fact

CORPORATE SEAL

The within Bond approved,
Grace J. Barnes, Clerk

P O W E R O F A T T O R N E Y

THE PHOENIX INSURANCE COMPANY

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

THAT THE PHOENIX INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint J. Asbury Holloway, Salisbury, Maryland, its ture and lawful Attorney(s)-in-fact, to make, execute, sign, seal and deliver for and on its behalf as surety and as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS
NOT EXCEEDING IN AMOUNT $100,000.00
- One Hundred Thousand Dollars -

and to bind THE PHOENIX INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of THE PHOENIX INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following resolution adopted by the Directors of THE PHOENIX INSURANCE COMPANY on the 2nd day of January, 1951:

"Resolved, that the President or any Vice-President, in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint

Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, THE PHOENIX INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 6th day of November, 1958.

Attest:

Kenneth MacDonald
Assistant Secretary

(CORPORATE) (SEAL)

THE PHOENIX INSURANCE COMPANY

E. B. Stout, Jr.
Vice-President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.

On this 6th day of November, A. D., 1958, before me personally came E. B. Stout, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of THE PHOENIX INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(CORPORATE) (SEAL OF)
(SEAL) (NOTARY)

Neil Kelsey
Notary Public

Certificate No. 7080 My Commission Expires 4/1/61

CERTIFICATE

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.

I, the undersigned, Assistant Secretary of THE PHOENIX INSURANCE COMPANY, A Connecticut Corporation, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that the resolution of the Directors of the Company, set forth in the Power of Attorney, is now in force.

Given under my hand and the seal of the company, at the City of Hartford, on _____.

V. S. Banander
Assistant Secretary

Filed for record December 23, 1958, and recorded in Liber B.L.B. No. 8, Folio 119.
Test Grace J. Barnes, Clerk

And thereafter, on the Fifteenth day of January, in the Year Nineteen Hundred and Fifty-nine, a Report of Sale, Order Nisi, and Final Order of Ratification, were filed in Court here, which said Report of Sale, Order Nisi and Final Order of Ratification are in the words following, to wit:

Sara B. Tilghman, Widow	:	No. 7327 Chancery
vs.	:	In the Circuit Court for
Nadine Tilghman Gordy, Widow Ronald Tilghman Frances Smith Tilghman, his wife	:	Somerset County, Maryland In Equity
. . . . .	:	. . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John William Long and Richard M. Pollitt, Trustees 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 their trust, and after complying with all the other prerequisites as required by law and the said decree, and giving at least three weeks notice of the time, place, manner and terms of sale by advertisement inserted in the "Marylander and Herald", a 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, they did, pursuant to

said notice, attend at the front door of the Court House in Princess Anne, Somerset County, Maryland, on the thirteenth day of January, A.D., 1959, 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, lying and being in East Princess Anne Election District, Somerset County, State of Maryland, located on the Westerly side of and binding upon the Meadow Bridge Road leading from Fruitland to West Post Office, being bounded on the North by the Merrill McGrath land, bounded on the West by the Levin E. Pollitt land and the Levin Adkins land, and bounded on the South by the Elmer E. Pollitt land and a road separating this land from the Pierce E. Harmon land, containing 109.68 acres of land, more or less, as shown on a survey made by W. Ballard Miles, on November 7, 1958, and being the same property which was conveyed to one Bettie E. Tilghman, by deed from Marion S. Jones and wife, dated February 25, 1913, and recorded among the Land Records of Somerset County, Maryland, in Liber S.F.D. No. 62, Folio 403, and sold the same to The Glatfelter Pulp Wood Co., a body corporate, at and for the sum of SEVENTY-FIVE HUNDRED DOLLARS ($7500.00), it being the highest and best bidder therefor, and the said purchaser will comply with the terms of sale upon the final ratification of said sale.

Respectfully submitted,

John William Long

Richard M. Pollitt
TRUSTEES

STATE OF MARYLAND

COUNTY OF WICOMICO:

I HEREBY CERTIFY, That on this 14th day of January, in the year Nineteen Hundred and Fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared John William Long and Richard M. Pollitt, Trustees in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of their knowledge, information and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal the day and year above written.

Gilbert L. Smith
Notary Public

(SEAL OF NOTARY)
My commission expires:
May 4, 1959

ORDER NISI

ORDERED, by the Circuit Court for Somerset County, Maryland, in Equity, this 15th day of January, A.D., 1959, that the sale of the property mentioned in these proceedings, made and reported by John William Long and Richard M. Pollitt, Trustees 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 24th day of February, A.D., 1959; provided a copy of this Order be inserted in some newspaper printed and published in Somerset County, Maryland, once in each of three successive weeks before the 9th day of February, A.D., 1959.

The report states the amount of sale to be $7,500.00.

Grace J. Barnes,
Clerk

FINAL ORDER OF RATIFICATION

ORDERED, By the Circuit Court for Somerset County, Maryland, in Equity, this 25th day of February, A.D., 1959, that the sale made and reported by John William Long and Richard M. Pollitt, Trustees aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as

required by the Order Nisi passed in said cause; and the Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

E. McMaster 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: Grace J. Barnes, Clerk

""

March Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in March, being the 2nd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-nine.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge

Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

E. Walter Long, Robert Chamberlain, et al.
constituting The Somerset County Welfare Board

vs.

Mollie Roberts White
Gary Washington White
Dames Quarter, Maryland

Nellie Henry
William L. Henry, her husband
1615 North Fayette Street,
Baltimore, Marylend

Julius Roberts, Jr.
2152 Mt. Royal Terrace
Baltimore, Maryland

) Be it remembered that heretofore, to wit, on the Thirteenth day of June, in the year Nineteen Hundred and Fifty-eight, a certain Harry C. Dashiell, Attorney, for and on behalf of The Somerset County Welfare Board, exhibited and filed in the Circuit Court here a Bill of Complaint and Exhibit "A", which said Bill of Complaint and Exhibit "A" are in the words following, to wit:

The Somerset County Welfare Board

vs.

Mollie Roberts White
Gary Washington White
Nellie Henry
William L. Henry, her husband
Julius Roberts, Jr.

: No. 7430 Chancery
In the Circuit Court for
Somerset County, Maryland
In Equity

. . . . : . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The bill of complaint of E.Walter Long, et. al. constituting the Somerset County Welfare Board, who sue for themselves as well as for all other creditors of Edward Roberts, late, of Somerset County, deceased, who will come in and contribute to the expense of this suit, respectfully says:

(1) That your orator, The Somerset County Welfare Board, is an agency for the purpose of distributing old age assistance and as such furnished aid to the said Edward Roberts in his life time in the total amount of $1848.00 as is shown by the statement of said payment prepared by the Somerset County Welfare Board and marked "Exhibit A."

(2) That the said Edward Roberts, being so indebted as aforesaid unto your orators and unto divers other person, departed this life, prior to the filing of this bill of complaint, intestate and leaving no widow or children surviving him but leaving the following sisters and the children of a deceased sister surviving him as his only heirs at law: A sister, Mollie White who intermarried with the defendant Gary Washington White, both of whom are adults and reside at Dames Quarter, Md. The said Edward Roberts also had another sister, Harriet

Roberts, who died before the death of the said Edward Roberts leaving surviving her the following children: the defendant, Nellie Henry, a daughter who intermarried with the defendant William L. Henry, both of whom are adults and reside at 1615 No. Fayette St., Baltimore, Md. and the defendant, a son, Julius Roberts, Jr., an adult who is unmarried and who resides at 2152 Mtl Royal Terrace, Baltimore, Md.

(3) That the said Edward Robetys was in his life time and at the time of his death seized and possessed of valuable real estate in Dames Quarter Election District, Somerset County, Maryland and which said land the said Edward Roberts purchased from a certain Irving Roberts.

(4) That the said Edward Roberts at the time of his death had no personal estate and no administration has ever been granted thereon.

TO THE END THEREFOR:

(a) That the defendant herein may answer the several matters and things hereinbefore set forth.

(b) That the aforesaid real estate or so much thereof as my be necessary for the purpose of payment of the aforesaid debts due to your orator and all other creditors may be sold.

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

May it please your Honor to grant unto your orator the writ of subpoena directed to the said Mollie White and Gary Washington White, both adults and residing at Dames Quarter, Somerset Co., Md., and to Nellie Henry and William L. Henry, her husband, both adults and both residing at 1615 No. Fayette St., Baltimore, Md., and to Julius Roberts, Jr., an adult who resides at 2152 Mt. Royal Terrace, Baltimore, Md., commanding the said defendants and each of them to be and appear in this court in person or by solicitor at some certain date to be named therein to show cause, if any they have, why a decree ought not to be passes as prayed.

And as in duty bound, etc.

Harry C. Dashiell
Solicitor for Complainant

"EXHIBIT A"

OLD AGE ASSISTANCE

Edward Roberts - Dames Quarter, Md. Case #4129

1953		1956			
7/31	$ 33.60	1/13	$ 33.60		
8/14	33.60	2/15	33.60		
9/15	33.60	3/15	33.60		
10/15	33.60	4/13	33.60		
11/16	33.60	5/15	33.60		
12/15	33.60	6/15	33.60		
	201.60	7/16	33.60		
		8/15	33.60		
1954		9/14	33.60		
		10/15	33.60		
1/15	33.60	11/15	33.60		
2/15	33.60	12/14	33.60		
3/15	33.60		403.20		
4/15	33.60				
5/14	33.60	1957			
6/15	33.60				
7/15	33.60	1/15	33.60		
8/16	33.60	2/15	33.60		
9/15	33.60	3/15	33.60		
10/15	33.60	4/15	33.60		
11/15	33.60	5/15	33.60		
12/15	33.60	6/14	33.60		
	403.20	7/15	33.60		
		8/15	33.60		
1955		9/16	33.60		
		10/15	33.60		
1/14	33.60	11/15	33.60	TOTALS	
2/15	33.60	12/13	33.60		
3/15	33.60		403.20	1953	201.60
4/15	33.60			1954	403.20
5/13	33.60	1958		1955	403.20
6/15	33.60			1956	403.20
7/15	33.60	1/15	33.60	1957	403.20
8/15	33.60		33.60	1958	33.60
9/15	33.60				1848.00
10/15	33.60				
11/15	33.60				
12/15	33.60				
	403.20				

And thereafter, on the Thirteenth day of June, in the year Nineteen Hundred and Fifty-eight, Suppoenas were issued, which said Subpoenas with Returns thereon are inthe words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

TO (SEAL) of (COURT) Mollie Roberts White and Gary Washington White Dames Quarter, Maryland

GREETING:

We command you and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of E. Walter Long, Robert Chamberlain, et. al, Constituting the Somerset County Welfare Board. against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 5th day of May Nineteen Hundred and Fifty-eight.

Issued the 13th day of June 1958.

TO THE DEFENDANTS

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in he above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Maryland

Grace J. Barnes, Clerk

RETURN: "Summoned severally and copy of subpoena, Bill of Complaint and Exhibit "A" left with each defendant. June 13, 1958".

Isaac H. Dorsey, Sheriff
Edwin B. Muir, Deputy

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

TO (SEAL) OF (COURT) Nellie Henry and William L. Henry
1615 No. Fayette St.
Baltimore, Maryland

GRETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of E. Walter Long, Robert Chamberlin, et al Constituting the Somerset County Welfare Board against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, J.., Chief Judge of the First Judicial Circuit of Maryland, the 5th day of May Nineteen Hundred and Fifty-eight.

Issued the 13th day of June, 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Address Princess Anne, Maryland

Grace J. Barnes, Clerk

RETURN: "Summoned Nellie Henry and William L. Henry and a copy of the Process with a copy of the Bill of Complaint left with each Defendant on the 16th day of June, 1958, in the presence of Lorenzo Campbell."

Joseph O. Deegan
Sheriff.

First subpoena for Julius Roberts, "Non Est". Order to reissue.

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

TO: (SEAL) Julius Roberts, Jr.
OF 2152 Mt. Royal Terrace
(COURT) Baltimore, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of E. Walter Long, Robert Chamberlin, et al, constituting the Somerset County Welfare Board against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of July Nineteen Hundred and Fifty-eight.

Issued the 10th day of July, 1957.

TO THE DEFENDANTS

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell

Adress Princess Anne, Maryland

Grace J. Barnes.
Clerk

RETURN: "Summoned Julius Roberts, Jr., and a copy of the Process with a copy of the Bill of Complaint left with the Defendant on the 31st day of July, 1958, in the presence of Russell W. Burgess."

Joseph C. Deegan
Sheriff.

And thereafter, on the Twenty-eighth day of July, in the year Nineteen Hundred and Fifty-eight, was filed in Court here the Answer of Julius Roberts, Jr., one of the defendants, which said Answer is in the words following, to wit:

Somerset County Welfare Board	:	No. 7430 Chancery
vs.	:	In the Circuit Court for
Nellie Henry, et als.	:	Somerset County, Maryland In Equity

. . . . . : . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Julius Roberts, Jr. one of the defendants in the above entitled cause, to the Bill of Complaint, filed in said Cause, res-pectfully represents:

That this respondent admits the matters and facts set forth and stated in said Bill of Complaint, and consents to the passage of such decree for the sale of the real estate of the late Edward Roberts, at Dames Quarter, Maryland, as may seem right and proper in the premises.

AND as in duty bound etc.,

Julius Roberts, Jr.

TEST: or witness:
Nellie Roberts Henry

And thereafter on the Seventh day of August, in the year Nineteen Hundred and Fifty-eight, was filed in Court here a Decree Pro Confesso and Order of Court appointing Special Examiner, which said Decree Pro Confesso and Order of Court are in the words following, to wit:

Somerset County Welfare Board	:	No. 7430 Chancery
vs.	:	In the Circuit Court for
Mollie Roberts White, et als.	:	Somerset County, In Equity

. . . . . : . . . . .

It appearing from the proceedings in this cause that the defendants, Mollie Roberts White and Gary Washington White, her husband, and Nellie Henry and William L. Henry, her husband,

have been duly summoned to appear in said cause, but have failed to appear and file an answer, as required by law.

AND since it further appears tat the defendant, Julius Roberts, Jr. has appeared in this cause and has filed an answer in which he admis the matters and facts set forth in the Bill of Compla-int and consents to the passage of such decree as may seem right and proper in the premises.

IT IS THEREUPON ORDERED, this 7th day of August, 1958, 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, Mollie Roberts White and Gary Washington White, and Nellie Henry and William L. Henry, all of whom have been duly summoned to appear and have failed to appear and answer as a foresaid.

AND since it appears that Harry C. Dashiell, the regular Examine of this Court is the Solicitor for the Complainants in this cause, it is further ordered that Hazel B. Turkington be and she is hereby appointed Special Examiner to take the depositions in this cause.

E. McMaster Duer
JUDGE

And thereafter, on the Seventh day of October, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here Depositions, which said Depositions are in the words following, to wit:

The Somerset County Welfare Board : No. 3430 Chancery
vs. : In the Circuit Court for
Mollie Roberts White, et al. : Somerset County, In Equity

In the above entitled cause, I, Hazel B. Turkington, Special Examiner, duly appointed by this Honorable Court, do hereby certify that at the law office of Harry C. Dashiell in Princess Anne, Md., on Wednesday, August 20, 1958 at 3:30 o'clock p.m. I did take the following deposition, that is to say:

John H. Jones, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. John H. Jones, Age 50 years. I reside at Dames Quarter, Md., and my occupation is that I am now working at the Roberts' Shipyard in Salisbury.

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

Ans. I know that there is a Somerset County Welfare Board but I do not know the members of the Board. I do know all of the defendants and have know them all of my life. Mollie Roberts White and her husband, Gary Washington White, are both adults and they live at Dames Quarter in Somerset County and have lived there all of their lives. Nellie Henry was born and raised at Dames Quarter but a number of years ago she went to Baltimore to live and she and her husband, William L. Henry, live there, 1615 North Fayette St. They are both adults. The other defendant is Julius Roberts, Jr. He was also born and raised at Dames Quarter. He is an adult and he lives at 2152 Mt. Royal Terrace, Baltimore, Md.

Int. 3. Did you know Edward Roberts in his life time? Is he living or dead? If dead when did he die and who are his heirs at law?

Ans. I did know Edward Roberts all of my life time. He didd on February 13, 1958. He was my uncle and we lived as neighbors all of our lives. His wife is dead and they had no children. He left one sister surviving him whose name is Mollie Roberts White and who intermarried with Gary Washington White. Edward Roberts had another sister, Harriet Roberts, who in her life time married Julius Roberts, Sr. They both died before the death of Edward Roberts but they left two children durviving, namely, Nellie Henry who married William L. Henry and Julius Roberts, Jr. I have testified about all of these defendants in a previous answer.

Int. 4. Please state whether or not the said Edward Roberts owned any real estate at the time of his death and if so describe it and state its value.

Ans. Yes, at the time of his death he owned a house and lot of about 1/4 acre of land. It is located on a private lane and it is bounded on all other sides by the land of the late Irving Roberts. It is improved by a two stroy, four room house and and outside kitchen. He bought the land from Irving Roberts but never got a deed. Edward Roberts bought the dwelling and moved it on the land and lived there for 40 years before his death. It is worth about $600.00

Int. 5. Please state whether or not the said Edward Roberts had any personal estate at the time of his death.

Ans. No sir, Edward Roberts had no personal property or personal estate at the tide of his death and no administration was ever granted thereon.

Court Question and Answer:

There is nothing further that I want to add to what I have alread said.

John H. Jones

TEST: Hazel B. Turkington

The taking of testimony in the above entitled cause was continued in the office of Harry C. Dashiell on October ___, 1958.

Elizabeth W. Hall, a witness of lawful age, being first duly sworn, deposing says:

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

And. Elizabeth W. Hall; age 41 years; residence Crisfield, Somerset County, Maryland; occupation I am the Executive Secretary of the Somerset County Welfare Board.

Int. 2. Do you know the parties to this suit If so, how long have you know them and where do they reside?

Ans. I know all the members of the Somerset County Welfare Board, of which I am the Executive Secretary. I can not say that I personally know the defendants. I do know that they are closely relatexd to the deceased, Edward Roberts and some of the defendants live at Dames Quarter, Maryland.

Int. 3. Did you or not know Edward Roberts in his life time? If yes, is he living or deed? When did he die and who are his heirs at law?

Ans. I knew Edward Roberts. He lived and died at Dames Quarter, Md. and he died on February 13, 1958. His wife died before he did and they had no children. Our records show that he had one sister and one niece and a nephew, but I did not know these relatives. He left no will as far as I know.

Int. What real estate, if any, did Edward Roberts own. and what, if anything, do you know about this property?

Ans. Edward Roberts owned a house and lot at Dames Quarter, Maryland and this property is assessed to him for taxation, but beyond this I know very little about the property. I never saw it and I have no real idea as to its value.

Int. 5. Please state if the Somerset County Welfare Board rendered any assistance tothe said Edward Roberts in his life time?

Ans. Yes, the Somerset County Welfare Board did render assistance to Edward Roberts in his life time. He was sick for a number of years before his death and could not work. The assistance we paid him commenced in July 1953 and continued until his death. The amount was $33.60 a month and the total amount of the claim was _1848.00. This is the claim that we gave Mr. Dashiell and is the claim that is now shown me.

(Special Examiner herewith files claim against Edward Roberts marked Exhibit "A" to be used in this cause)

Court question and answer: "Nothing further".

Elisabeth W. Hall

There being no further witnesses produced to me to be examined, I herewith at the request of the Complainants' Solicitor, return the above depositions, closed under my hand and seal and certify tha_ the annexed statement of costs is correct.

Given under my hand and seal this 7th day of October, nineteen hundred and fifty eight.

Hazel B. Turkington (SEAL)
Special Examiner in Chancery

Bill of Costs:

Hazel B. Turkington Special Examiner n $ 10.00

And thereafter, on the Seventeenth day of October, in the year Nine een Hundred and Fifty-Eight, was filed in Court here a Decre-, which said Decree is in the words following, to wit:

Somerset County Welfare Board : No. 7430 Chancery
vs. : In the Circuit Court for
Mollie Roberts Whi e, et als. : Somerset County, Maryland
In Equity

THIS CAUSE standing ready for hearing, and being submitted without argument, the proceedings were read and considered-------

IT IS THEREUPON, this 17th day of October, nineteen hundred and fifty eight, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that Harry C. Dashiell be, and he is hereby appointed Trustee to make such sale, and that the course and manner of his proceedings shall be as follows:

He shall first file in the Office of the Clerk of this Court a bond to the State of Maryland, executed by himself and a suretybor surities to be approved by this Court or the Clerk thereof, in the penalty of fifteen hundred dollars ($1500.00), if individual surety or surities, or one half of said penal sum if corporate surety, conditi ned forthe faithful performance of the trust reposed in him by this decree, or that may be reposed in himhim by any future order or descree in the premises; and he shall then proceed to make sale of said Real Estate, having first given atleast twenty days previous notice, inserted in some newspaper printed in said Somerset County, and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one-half in cash on the day of sale, and the balance of said purchase money to be paid within six months of 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 surities to be approved by said Trustee, or all cash at the option of the purchaser or purchasers.

AND as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And upon the ratification of such sale by this Court and upon the payment of the whole of the purchase money, and not before, the said Trustee by a good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, to his her or their heirs the property to him, her or them sold free, clear and discharged or all claims of the parties to this cause, and ofmany person or pe sons claiming by, from or under them. And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bond which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the cos s of this suit, and such commission to the said to the said Trustee as the Cor shall think proper to allow in consideration of the skill, attention and fidelity wherewith he sh ll have appeared to have discharged his trust.

AND at the ime of advertising said property, the aid Trustee shall notify all persons having claims against the estate of Edward Roberts, deceased, to file their claims duly probated according to law, with the Clerk of the Circuit Court, on or before the 1st day of January, 1959.

E. McMaster Duer, Judge

And thereafter, on the Seventh day of November, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here a Bond, which said Bond is in the Words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, that Harry C.Dashiell of Somerset County and State of Maryland, as 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 ($1,000.00) to be paid to the said State of Maryland, or its certain Attorney, and to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, personal representatives and assigns, sealed withour seals and dated this 7th day of November, Nineteen hundred and fifty eight.

WHEREAS, by a decree of the Circuit Court for Somerset County, in Equity, passed on the 17th day of October, 1958, the undersigned, Harry C. Dashiell, was appointed Trustee in a cause panding in said Court, wherein the Somerset County Welfare Board are complainants and Mollie Roberts White et als, are respondents, the same being No. 4730 Chancery on the chancery docket of said Court, to make sale of the real estate mentioned in said cause.

NOW therefore 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.

AS witness the hand and seal of the said Harry C. Dashiell, principal as aforesaid, and the corporate seal of the said American Surety Company, a corporation as aforesaid, and the hand of Harry C. Dashiell, attorndy-in-fact of said corpation the day and year first above written.

Harry C. Dashiell, Principal (SEAL)

TEST:
Leona B. Benton
By-
Harry C. Dashiell
Attorney-in-fact

(CORPORATE SEAL)

The within Bond approved.
Test: Grace J. Barnes, Clork

Filed for record Nov. 7, 1958, and recorded in Liber B.L.B. No. 8, Folio 105.
Test: Grace J. Barnes, Clerk

And thereafter, on the Nineteenth day of November, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here a Report of Sale, Order Nisi and Final Order, which said Report of Sale, Order Nisi, and Final Order are in the words following, to wit:

Somerset County Welfare Board	:	No. 7430 Chancery
vs.	:	In the Circuit Court for
Mollie Roberts White, et al.	:	Somerset County, Maryland
	:	In Equity

TO THE HONORABLE THE JUDGES OF SAID COURT:

The report of Harry C. Dashiell, Trustee, appointed by a decree of the Circuit Court for Somerset County, in Equity, passed in the above entitled casue and date August 7, 1958 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 complying with all the other prerequisites as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Marylander & Hearld, a weekly newspaper, printed and published in said Somerset County, for at least three successive weeks before the day of sale, and by hand bills circulated in said County, he did, pursuant to said notice, attend in font of the Court House Door in Princess Anne, Maryland, on Tuesday, November 18, 1958, at or about the hour of 2 o'clock P. M. and then and

there proceed to sell said real estate mentioned and described in said advertisement, that is to say:

Your Trustee offered for sale at public auction all that lot or parcel of land in James Quarter Election District in said Somerset County and State of Maryland, lying and binding on a private road or lane leading from the county road to the home of the late Edward Roberts, bounded on all other sides by the land of the late Irving Roberts, and containing one-fourth acre of land more or less and being the same land which was owned by the late Edward Roberts in his life time and where he resided for many years before his death. This land is improved by a two storey frame dwelling and a kitchen and your said Trustee sold said real estate above mentioned in manner aforesaid to Wallace Clouser and Mabel Clouser, his wife, of Somerset County, Maryland, they being the highest and best bidders therefor, at and for the sum of three hundred dollars ($300.00), of which said amount the said purchasers have paid one hundred and fifty ($150.00) in cash and will pay the balance of said purchase money upon the ratification of said sale by this Court.

All of which is respectfully submitted,

Harry C. Dashiell, Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of November 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, Trustee mentioned in the above Report of Sale, andmade oath in due form of law that the matters and things contained and stated in the aforegoing 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.

Leona B. Benton
Notary Public

SEAL
OF
NOTARY

ORDER NISI

Ordered by the Circuit Court for Somerset County, that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee, appointed by a decree of this Court in the above entitled cause to make sale of said real estate, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of December, 1958, 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 6th day of December, 1958.

The Report of Sale states the amount of sale to be three hundred dollars ($300.00).

Grace J. Barnes, Clerk

FINAL ORDER

Ordered by the Circuit Court for Somerset County in Equity this 23rd day of December, 1958 that the sale of the real estate made and reported by Harry C. Dashiell, Trustee, 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 is allowed the usual commission and such other expenses as he shall produce vouchers for to the auditor.

And since it appears that Harry C. Dashiell, the auditor of this Court, it is the Solicitor for the complainant in this cause, it is further ordered that Hazwl B. Turkington be, and she is hereby appointed, special auditor to state the account in this cause.

E. McMaster 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: Grace J. Barnes, Clerk

****

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in March, being the 2nd day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-nine.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. B. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
and Grace J. Barnes, Clerk

Isaac H. Dorsey, Sheriff

Lois Mae Simmons
Baltimore, Maryland

vs.

Mae Evans Pusey,
1200 North Division Street,
Salisbury, Maryland.
Andrew Evans, Jr.,
215 Holland Street,
Salisbury, Maryland.
Hilda Ball,
Fruitland, Maryland.
Pearl E. Ford,
Nanicoke, Maryland.
Grace Marsten,
600 North 163rd Street,
New York, New York.
Burl Bloodsworth,
Spring Grove Hospital,
Catonsville, Maryland.
Edith Mitchell,
Valley Nursing Home,
1339 Marlene Avenue,
El Cajon, California.

) Be it remembered that heretofore, to wit, on the Twenty-fourth day of July, in the year Nineteen Hundred and Fifty-Eight, a certain Harry C. Dashiell, Attorney, for and on behalf of the Complainant, Lois Maw Simmons, filed in Court here a Bill of Complaint, which said Bill of Complaint is in the words following, to-wit:

Lois Mae Simmons : No. 7443 Chancery

vs. : In the Circuit Court for

Mae Evans Pusey : Somerset County, Maryland
Andrew Evans, Jr.
Hilda Ball : In Equity
Pearl E.Ford
Grace Marsten :
Burl Bloodsworth
Edith Mitchell :

. . . . . : . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Lois Mae Simmons, the complainant in the above entitled cause, respectfully represents;

(1) That a certain Virginia K. Bloodsworth, late of Somerset County and State of Maryland, deceased, was in her lifetime and at the time of her death, seized and possessed in fee simple of a tract of marshland in Mt. Vernon Election District in said Somerset County and State of Maryland; and that being so seized and possessed the said Virginia K. Bloodsworth departed this life in the year 1922 leaving a last will and testament which was duly admitted to probate among the testamentary records of said county and is recorded in Liber WB No. 32 folio 357 and a certified copy of which said last will and testament is herewith filed and marked "Exhibit A".

(2) That by the first item of said last will and testament the said Virginia K. Bloodsworth devised said tract of marshland unto two grandsons, John Robert Bloodsworth and John Revil Simms during their natural life and upon their death unto all of her other grandchildren then living, share and share alike, except a granddaughter, Helen Foxwell, all of which will appear by reference to the copy of said last will and testament herewith filed.

(3) That the other grandchildren of the deceased then living and who are now living are the complainant, Lois Mae Simmons, and the respondents who are the parties to this cause, namely, Mae Evans Pusey, a granddaughter, who is an adult and who resides at 1200 North Division St., in Salisbury, Md.; a grandson, Andrew Evans, Jr., an adult, who resides at 215 Holland St.,

Salisbury, Md.; a granddaughter, Hilda Ball, an adult, who resides at or near Fruitland, Md.; a granddaughter, Pearl E. Ford, an adult, who resides at Nanicoke in Wicomico County, Md.; a granddaughter, Grace Marsten, an adult, who resides at 600 North 103rd St., New York, N. Y.; a granddaughter, Burl Bloodsworth, an adult, who is a non-compos-mentis and is now an inmate of the Spring Grove Hospital in Catonsville in Baltimore County, Md., and a granddaughter, Edith Mitchell, an adult, who is a non-compos-mentis and whose address is Valley Nursing Home, 1339 Marlene Ave., El Cajon, Calif.

(4) That the said tract of marsh land, situate as aforesaid, and referred to and described in the last will and testament of the said deceased, is located in Mt. Vernon Election District, Somerset County, Md., binding upon the bordering on the south by Big Monie Creek and containing about 104 acres of marshland more or less.

(5) That the said tract of marshland is not suseptible of partition or division among the parties entitled to interest therein without material cost or injury to said parties and in order to make a division properly it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties hereto according to their several interests therein but your oratrix is unable to obtain adequate relief to make a sale of the said real estate without the aid of this Court.

TO THE END THEREFOR:

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

(b) That the proceeds of said sale may be distributed between the parties to this cause, in accordance with their respective rights and interests therein.

(c) That your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of sub-poena directed to the said Mae Evans Pusey, an adult, residing at 1200 N. Division St.. Salisbury, Maryland; and to Andrew Evans, Jr., an adult residing at 215 Holland St., Salisbury, Md. and to Hilda Ball, an adult, residing at Fruitland, in Wicomico County, Md. and to Pearl E. Ford, an adult residing at Naticoke, Wicomico Co. Md., and to Burl Bloodsworth, an adult, who is a non-compos Mentis, and is an inmate at Spring Grove State Hospital, at Catonsville, in Baltimore County, Md., commanding said respondents 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 therein as prayed; and an Order of Publication, giving notice to the said Grace Marston, an adult, who is a non-resident of the State of Maryland, and who resides at 600 N. 103 rd St., New York, New York, and to the said Edith Mitchell, an adult, who is a non-resident of the State of Maryland, and who is non-compos mentis and whose address is the Valley Nursing Home, 1339 Marlene Ave., El Cajon, California, 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.,

Harry C. Dashiell
Solicitor for Complainant

And thereafter, on the Twenty-fourth day of July, in the year Nineteen Hundred and Fifty-Eight was filed in Court here, Exhibit "A", which said Exhibit "A" is in the words following, towit:

CERTIFIED COPY OF LAST WILL AND TESTAMENT
In the estate of VIRGINIA K. BLOODSWORTH, DECEASED

I, Virginia K. Bloodsworth 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, including a respectable grave stone to mark the place of my burial similar to and as near like as possible the one

which I erected to my deceased husbands memory, which I hereby direct my hereinafter named executors to buy and erect at my death and to charge the same to my estate, as one of the debts which I contracted in my life time. I give, devise and bequeath my estate as follows:

(1) I give, devise and bequeath unto my two grandsons, John Robert Bloodsworth and John Revil Sims, during their joint lives and then to the survivor of them during his natural life all that Marshland connected with the John Kirwin Farm, owned by my father and husband, (not including any of the marsh woodland already disposed of in the will of John R. Bloodsworth) and a part of the land where I now live, which I acquired by virtue of a recent decision of the Court of appeals of Maryland in the case of myself against Murray & Bloodsworth; and after the death of the survivor the said marsh land to descend and be divided among all my other grandchildren now living, share and share alike. (Excepting Helen Foxwell who shall have no share therein.)

(2) Inasmuch as it appears that I still own an undivided one sixth interest in and to all the land left by my father John Kirwin, and which my husband, John R. Bloodsworth took by right of his wife from the Commissioners to divide the estate of said JOHN KIRWIN (with the exception of the marshland already disposed of in item one herein) I give, devise, and bequeath my said sixth interest as follows: To all of my children, vis: Emma Sims, Winfield S. Bloodsworth, R. Edward Bloodsworth, Elizabeth J. Evans, and to John Robert Bloodsworth and Lois May Dixon, Nee Bloodsworth, children of my son Jacob Randall Bloodsworth, deceased, I give the same division and parts of the said John Kirwin Farm which were given the them by their father, John R. Bloodsworth, free clear and discharged from my said one sixth interest, hereby giving them the whole interest in and to whatever was left to them by their father's last will and testament.

It is my will and request that in case my granddaughter, the said Lois May Dixon, Nee Bloodsworth, shall hereafter become destitute, and in need of help, my said grandson, John Robert Bloodsworth, her brother, shall provide for and take care of her.

(3) I give and bequeath my personal property as follows: To my grandson, John Robert Bloodsworth, all my farming untensils, cattle, horses and stock of every kind, wagon, carriage and harness, and in general all my out door used personal property, as also the large wall pictures in the house; of his grandfather, John R. Bloodsworth, and of his great grandmother, Mary Kirwin.

To my granddaughter, Lois May Dixon, nee Bloodsworth, daughter of my deceased son, J. Randall Bloodsworth, I bequeath my bureau in my bed room, a Marble table and a large mirror in the parlor.

To my daughter, Emma Sims, I bequeath the sum of fifty dollars out of cash account, and to my daughter, Elizabeth J. Evans, I leave the sum of fifty dollars out of my cash account.

To my son R. Edward Bloodsworth I give one feather bed and its outfit including the bed clothes thereon.

The balance of my bank account, after my debts, funeral expenses, administration expenses, grave stone, specific legacies & c. are paid, I give and bequeath to Winfield S. Bloodsworth, R. Edward Bloodsworth and to the two children of my deceased son, J. Randall Bloodsworth, vis: John Robert Bloodsworth and Lois May, to take the part of their father, that is to say the third of the said balance.

To my grandson, John Revil Sims, son of my daughter Emma Sims, I give and bequeath one feather bed and its outfit & c..

All my jewelry of every kind, nature and dexcription, I give and bequeath to my granddaughter, Lois May Dixon, nee Bloodsworth, daughter of my deceased son J. Randall Bloodsworth.

All the rest and residue of my personal property not heretofore mentioned and bequeathed, I direct my hereinafter named executors to sell for the purpose of getting money to help defray

the expenses of administration and to help pay the specific legacies mentioned herein.

All the rest and residue of my estate, real personal and mixed, of every kind and wheresoever situated, I give, devise and bequeath to my two grandchildren, John Robert Bloodsworth and Lois May Bloodsworth, now Dixon, children of my deceased son J. Randall Bloodsworth, share and share alike.

(5) I hereby constitute and appoint my two grandsons, John Robert Bloodsworth and John Revil Sims, to be the executors of this my last Will and testament, and hereby excuse them from giving bond, hereby revoking all other Wills and codicils by me heretofore made.

In testimony whereof I have hereunto subscribed my name and affixed my seal this 17th day of April, in the year, nineteen hundred and twenty-two.

Virginia K. Bloodsworth (SEAL)

Signed, sealed, published and declared by the above named testator, as and for her last Will and testament, in the presence of us, who, at her request, in her presence, and/in the presence of each other, have hereunto subscribed our names as witnesses.

L. Creston Beauchamp
Jesse L. Lano
Gorden Tull

SOMERSET COUNTY, TO WIT: July 24, 1925

THEN CAME Gorden Tull 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 Virginia K. Bloodsworth, late of Somerset County, deceased, that hath come to his hands or possession, and that he doth not know of any other and that the same was delivered to him by the testator.

Before Hardy B. Cullen, Reg. W. S. Co.

SOMERSET COUNTY, TO WIT: July 28, 1925

THEN CAME Jesse Lano and Creston Beauchamp, two of the subscribing witnesses to the foregoing last will and testament of Virginia K. Bloodsworth, late of Somerset County, deceased, and they in the presende of Almighty God, solemnly promised and declared that they did see the Testator therein named, sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament. That at the time of her so doing she was to the best of each of their apprehension of sound and disposing mind, memory and understanding, capable of executing a valid deed or contract; and that they subscribed their names as witnesses to this Will in the presence, and at the request of the Testator and in the presence of the other subscribing witnesses thereto.

Before Hardy B. Cullen, Reg. W. S. Co.

STATE OF MARYLAND, SCT.

IN THE ORPHANS' COURT FOR SOMERSET COUNTY

The Court having carefully examined the above last Will and Testament of Virginia K. Bloodsworth, late of Somerset County, deceased, and also the evidence adduced as to its validity, order and decrees this 28th day of July, 1925, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Virginia K. Bloodsworth, deceased.

John R. Corbin, Asbury S. Henderson, Edward T. Evans — Judges of the Orphans' Court for Somerset County

STATE OF MARYLAND)
COUNTY OF SOMERSET) ss.

I, EDWARD L. FONTAINE, REGISTER OF WILLS FOR SOMERSET COUNTY, STATE OF MARYLAND, and by law Keeper of the Seal and of the Records, and of the Original papers of the Orphans' Court of Somerset County, State of Maryland, do hereby certify that the aforegoing is a true and full copy of the last Will and Testament and of Virginia K. Bloodsworth,

ORPHANS' COURT SEAL

late of said Somerset County, together with the proofs and probate thereof taken from Wills Liber L. R. Number 32, Folio 357 etc., being one of the Records filed, recorded and kept in the Office of the Register of Wills for Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court and Office this the 24th day of July, in the year of our Lord one thousand nine hundred and fifty-eight.

Edward L. Fontaine
Register of Wills for
Somerset County, Maryland

And thereafter, on the Twenty-fourth day of July in the year Nineteen Hundred and Fifty-Eight, was filed in Court here an Order of Publication, which said Order of Publication is in the words following, to wit:

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for Somerset
Mae Evans Pusey, et al	:	County, Maryland, In Equity

. . . . . .

The object of this suit is to procure a decre for the sale of a tract of marshland situated on Big Monie Creek in Mt. Vernon Election District, Somerset County, Maryland.

The bill states that Virginia K. Bloodsworth, late, of Somerset County, deceased, was in her lifetime seized and possessed in fee simple of a tract of marshland in Mt. Vernon Election District; that being so seized and possessed the said deceased departed this life leaving a last will and testament which is recorded among the testamentary records of said Somerset County in Liber LR No. 32 folio 357 and a copy of said will is filed with the Bill of Complaint; that by said will the said testatrix left said tract of marshland to two grandsons, John Robert Bloodsworth and John Revil Simms during their lifetime and then after their death to all her other grandchildren then living; that the said John Robert Bloodsworth and John Revil Simms are now both dead and that the grandchildren of the said Deceased now living are the plantiff, Lois Mae Simmons, an adult residing in Baltimore and the reppondents, Mae Evans Pusey, an adult residing at 1200 North Division St., Salisbury, Md.; Andrew Evans, Jr., an adult residing at 215 Holland Avenue, Salisbury, Md.; Hilda Ball, an adult residing at Fruitland, Md.; Pearl E. Ford, an adult residing at Nanticoke, Wicomico Co., Md.; Grace Marsten, an adult residing at 600 North 163rd. St., New York, N. Y.; Burl Bloodsworth, an adult who is a non-compos-mentis and is now an inmate of Spring Grove State Hospital at Catonsville, Md., and Edith Mitchell, an adult who is a non-compos-mentis and is an inmate of the Valley Nursing Home at 1339 Marlene Ave., El Cajon, California; that the said tract of marshland devised under the will of the deceased as aforesaid and bounded on the south by Big Monie Creek and is located in Mt. Vernon Election District, Somerset Co., Md. and containing about 104 acres more or less; that the said tract of marshland is not suseptible of division or partition among the parties entitled to interest therein and that in order to make a division of said interest it will be necessary that the said real estate be sold andthe proceeds thereof divided among the parties according to their respective interests.

It is thereupon this 24th day of July 1958 ordered by the Circuit Court for Somerset County in Equity that the complainant, by causing a copy of this order to be inserted in some newspaper published in said Somerset County once in each of four successive weeks before the 23rd day of August 1958, give notice to the said absent defendants, who are non-residents of the State of Maryland, namely, to Grace Marsten, an adult residing at 600 No. 163rd St., New York, N. Y. and Edith Mitchell, an adult, who is a non-compos-mentis and who is an inmate of the Valley Nursing Home at 1339 Marlene Avenue, El Cajon, California, 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 8th day of Sept. 1958 to show cause, if any they have, why a decree ought not to be passed as prayed.

Grace J. Barnes, Clerk

And, thereafter, on the Twenty-fourth day of July, in the year Nineteen Hundred and Fifty-Eight, Subppenas were issued which said Subpoenas and Returns are in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

TO Mae Evans Pusey
1200 North Division St.
Salisbury, Maryland

SEAL OF COURT

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer of other DEFENSE to be filed to the complaint of Lois Mae Simmons, Baltimore, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of July, Nineteen Hundred and Fifty-eight.

Issued the 24th day of July, 1958.

TO THE DEFENDANT(S)
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell
Address Princess Anne, Md.

Grace J. Barnes, Clerk

RETURN:
"Summoned Mae Evans Pusey and copy of Subpoena and Bill of Complaint left with her, this 28th day of July, 1958."

Jesse W. Pollitt
Sheriff of Wicomico County

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

TO Andrew Evans, Jr.
215 Holland St.
Salisbury, Maryland

SEAL OF COURT

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Lois Mae Simmons, Baltimore, Md., against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of July Nineteen Hundred and Fifty-eight.

Issued the 24th day of July, 1958.

TO THE DEFENDANT(S)
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell
Adress Princess Anne, Maryland

Grace J. Barnes, Clerk

RETURN: "Non-Est Aug. 2, 1958." Jesse W. Pollitt, Sheriff of Wicomico County

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

TO Hilda Ball
Fruitland, Maryland

SEAL OF COURT

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Lois Mae Simmons against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of July Nineteen Hundred and Fifty-eight.

Issued the 24th day of July, 1958.

TO THE DEFENDANTS
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense with the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell
Adress Princess Anne, Md.

Grace J. Barnes, Clerk

RETURN: "Summoned Hilda Ball and copy of Subpoena and Bill of Complaint left with her, this 28th day of July, 1958."

Jesse W. Pollitt
Sheriff of Wicomico County

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Pearl E. Ford
Nanicoke, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Lois Mae Simmons, Baltimore, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of July Nineteen Hundred and Fifty-eight.

Issued the 24th day of July, 1958.

TO THE DEFENDANT(S)
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, withing fifteen days after the return day named inthe above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decreeproconfesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell
Adress Princess Anne, Md.

Grace J. Barnes, Clerk

RETURN: "Summoned Pearl E. Ford and copy of Subpoena and Bill of Complaint left with her, this 1st day of August, 1958."

Jesse W. Pollitt
Sheriff of Wicomico County

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL OF COURT

TO Burl Bloodsworth
Spring Grove Hospital
Catonsville, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Lois Mae Simmons, Baltimore, Maryland against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of July Nineteen Hundred and Fifty-eight.

Issued the 24th day of July, 1958.

TO THE DEFENDANT(S)
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell
Address Princess Anne, Md.

Grace J. Barnes, Clerk

RETURN: "Non Est--not in Spring Grove Hosp., have woman patient by name of Merl Bloodsworth."

And, thereafter, on the Seventh day of August, in the year Nineteen Hundred and Fifty-eight, there was filed in Court here an Order to Enter Appearance and the Answer of Mae Evans Pusey, one of the defendants, which said Order and Answer are in the words following, to wit:

MR. CLERK:

Please enter my appearance for the Defendant, Mae Evans Pusey, in the above entitled cause.

Vaughn E. Richardson
Attorney for Defendant

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for Somerset
Mae Evans Pusey, et al	:	County, State of Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Mae Evans Pusey, in answering the Bill of Complaint exhibited against her respectfully says:

1. That she admits the allegations as set forth in Paragraph One of the said Bill of Complaint.

2. That she admits the allegations as set forth in Paragraph Two of the said Bill of Complaint.

3. That she admits the allegations as set forth in Paragraph Three of the said Bill of Complaint.

4. That she admits the allegations as set forth in Paragraph Four of the said Bill of Complaint.

5. That she admits the allegations as set forth in Paragraph Five of the said Bill of Complaint.

AND further answering the said Bill of Complaint the Defendant consents to the passage of a Decree for the appointment of a Trustee for the purpose of selling said real estate and distribution of the proceeds thereof.

Mae Evans Pusey, Defendant

Vaughn E. Richardson
Attorney for Defendant

I HEREBY CERTIFY that on this 6th day of August, A.D., 1958, a copy of the aforegoing Answer was mailed to Harry Dashield, Attorney for Complainant by regular United States Mail, postage prepaid.

Vaughn E. Richardson
Attorney for Defendant

And thereafter, on the Fourteenth day of August, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here an Order of Court to change name of defendant and issue new subpoena, which said Order is in the words following, to wit:

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for Somerset
Mae Evans Pusey, et al	:	County, In Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That heretofore your petitioner has filed a Bill of Complaint in this cause in which one of the defendants was named and described as Burl Bloodsworth who is a patient at the Spring Grove State Hospital at Catonsville in Baltimore County, Maryland and that a summons for said defendant was issued and directed to the Sheriff of Baltimore County, Maryland and that a summons for said defendant was issued and directed to the Sheriff of Baltimore County for service, and that when the Sheriff went to the hospital with said subpoena he was advised that there was no patient in the hospital by that name.

Since that time a personal investigation has disclosed that the woman who is now a patient at the hospital is the same person named as one of the defendants in this cause but that on the records of the hospital her name is stated to be Beryl Bloodsworth.

Your petitioner therefore prays you Honor to pass an order changing the name of the defendant in this cause to Beryl Bloodsworth and that the Clerk of this Court may issue a new subpoena accordingly.

And as in duty bound,

Harry C. Dashiell
Solicitor for Complainant

Upon the aforegoing petition, it is this 14th day of August, 1958 by the Circuit Court for Somerset Co., in Equity ordered that the name of the defendant in this cause be changed from Burl Bloodsworth to Beryl Bloodsworth----and hat a new sub-poena be forthwith issued by the Clerk of this Court, in accordance with the change in the name of the defendant and directed to the Spring Grove State Hospital, at Catonsville, Baltimore County, Maryland.

E. McMaster Duer, Judge

And thereafter, on the Fourteenth day of August, in the year Nineteen Hundred and Fifty-eight, a Subpoena was issued which said Subpoena and Return are in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

(SEAL)
TO OF Beryl Bloodsworth
(COURT) Spring Grove Hospital
Catonsville, Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of September next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Lois Mae Simmons, Baltimore, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of July, Nineteen Hundred and Fifty-eight.

Issued the 14th day of August, 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell
Address Princess Anne, Maryland

Grace J. Barnes, Clerk

RETURN: "Summoned Beryl Bloodswoth, Incomp. this 20 day of Aug., 1958, by reading sub. pet affdt. and order to Beryl Bloodsworth, Incomp. and a copy of sub pet affdt. and order left with Dr. I. Tuerk, where Beryl Bloodsworth, Incomp. now is confined."

Gilbert M ??
Sheriff

And thereafter, on the Twenty-second day of September, in the year Nineteen Hundred and Fifty-eight, was filed in Court here an Order to renew Subpoena and the Subpoena was issued, which said Order, Subpoena and Return are in the words following, to wit:

MR. CLERK:

Please renew subpoena for Andrew Evans, Jr., 215 Holland St., Salisbury, Md.

Harry C. Dashiell
Sol. for Complainant

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

SEAL
OF
COURT

TO Andrew Evans, Jr.
215 Holland St.
Salisbury, Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of October next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Lois Mae Simmons, Baltimore, Maryland, against you

exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 2nd day of September Nineteen Hundred and Fifty-eight.

Issued the 22nd day of September, 1958.

TO THE DEFENDANT(S)
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Harry C. Dashiell
Address Princess Anne, Md.

Grace J. Barnes, Clerk

RETURN: "Summoned Andrew Evans, Jr. and copy of Subpoena and Bill of Complaint left with him, this 25th day of September, 1958."

Jesse W. Pollitt
Sheriff of Wicomico County

And thereafter, on the Second day of October, in the year Nineteen Hundred and Fifty-eight, was filed in Court here the Answer of Andrew J. Evans, Jr., one of the defendants, which said Answer is in the words following, to wit:

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for Somerset
Mae Evans Pusey, et als	:	County, In Equity

. . . . . : . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Andrew J. Evans, Jr. to the Bill of Complaint of Lois Mae Simmons against the said Andrew J. Evans, one of the respondents in said cause, and others, respectfully represents:

That the said respondent admits the matters and facts set forth in said Bill of Complaint and consents to the passage of such decree for the sale of the real estate therein referred to, as may be right and proper in the premises.

AND as in duty bound etc.,

Andrew J. Evans, Jr.

Test: Mildred W.Evans

And thereafter, on the eighth day of October, in the year Nineteen Hundred and Fifty-eight, was filed in Court here, a Petition, Order of Court for Decree Pro Confesso, and Order appointing Special Examiner which said Petition and Orders are in the words following, to wit:

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for Somerset
Mae Evans Pusey, et als	:	County, In Equity

. . . . . : . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Complaint, Lois Mae Simmons, respectfully represents:

That in the above entitled case, it appears that the respondents, Mae Evans Pusey, Pearl E. Ford, Hilda Ball and Beryl Bloodsworth, have each of them been duly summoned to appear to and answer herein; that the said respondents, Grace Marston and Edith Mitchell, have been duly summoned to appear by Order of Publication published in the Marylander & Herald, but have failed to appear and answer as required by law; and that the respondent, Andrew J. Evans, Jr., has been duly summoned to appear and has appeared and filed his answer in said cause in which he admits the matters and things set forth in said Bill of Complaint.

Your Petitioner therefore prays your Honors to pass an order that said Bill of Complaint be taken Pro Confesso against said respondent who have failed to appear and answer in this cause, viz: Mae Evans Pusey, Pearl E. Ford, Hilda Ball, Beryl Bloodsworth, Grace Marston and Edith Mitchell.

And since it appears that Harry C. Dashiell, the regular Examiner of this Court, is the Solicitor for the Complainant in said cause, that a Special Examiner be appointed to take the depositions in said cause.

AND as in duty b und, etc.,

Harry C. Dashiell
Solicitor for the Complainant

. . . . . .

UPON THE AFORECOING PETITION, it is this 8th day of October, 1958, by the Circuit Court for Somerset County, in Equity, ordered that said Bill of Complaint, be and the same is hereby taken Pro Confesso against the said respondentes, Mae Evans Pusey, Pearl E. Ford, Hilda Ball, Beryl Bloodsworth, Grace Marston and Edith Mitchell, who have been summoned to appear in said cause, but have failed to appear and answer as required by law.

AND it is further ordered that Hazel B. Turkington be and be and she is hereby appointed Special Examiner to take the depositions in said cause.

E. McMaster Duer, Judge

And thereafter, on the Twentieth day of October, in the year Nineteen Hundred and Fifty-eight was filed in Court here, an Order appointing Janet Bedsworth Special Examiner, which said Order is in the words following, to wit:

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for Somerset
Mae Evans Pusey, et als.	:	County, In Equity

. . . . . : . . . . .

To the Honorable, the Judges of said Court:

The petition of the Complainant respectfully represents:

That in this cause an order of this Court has heretofore been passed appointing Hazel B. Turkington, the special Examiner to take the depositions in this cause, but on the day appointed to take said depositions the said Hazel B. Turkington could not be present for this purpose; and your petitioner hereby prays this Court to appoint another Special Examiner to take the depositions in this cause.

And as in duty bound etc.,

Harry C.Dashiell
Solicitor for the Complainant

UPON THE AFORECOING PETITION, it is this 20th day of October, 1958, by then Circuit Court for Somerset County, in Equity, ordered that Janet Bedsworth and she is hereby appointed Special Examiner to take the depositions in the above entitled cause, in the place and stead of Hazel B. Turkington.

E. McMaster Duer, Judge

And on the Twenty-first day of October, in the year Nineteen Hundred and Fifty-eight, was filed in Court here, Depositions which said Depositions are in the words following, to wit:

LOIS MAE SIMMONS	:	No. 7443 Chancery
VS.	:	In the Circuit Court for Somerset
MAE EVANS PUSEY, ET ALS	:	County, In Equity

. . . . . : . . . . .

In the above entitled cause, I, Janet Bedsworth, Special Examiner, duly appointed by this Court, do hereby certify that on this 21st day of October, 1958, I did take the following depositions in the presence of Harry C. Dashiell, the Solicitor for the Complainant, the said Vaughn E.Richardson, the Solicior for one of the respondents, having waived his right to be present at the taking of said depositions, that is to say:

Andrew Evans, Jr. a witness of lawful age, being first duly sworn, deposing says:

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

Ans. Andrew Evans, Jr. age 52 years; residence Salisbury, Maryland. occupation sales engineer

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

Ans. I know all the parties to this suit and they are all adults. I have known them all about all of my life. Lois Mae Simmons lives in Baltimore; Mae Evans Pursey and myself, Andrews Avans, Jr. are brother and sster and we both live in Salisbury, Md. Hilda Bell lives at Fruitland, Md. and PearlE. Ford lives at Nanticoke Maryland; Grace Marston lives in New York city, N. Y. Burl Bloodsworth is a patient at Spring Grove Hospital Catonsville, Md. and Edith Mitchell is at Valley Nursing Home, at Elgajon, Calif. We are all counsins.

Int. 3 - Did you know Virginia K. Bloodsworth in her lifetime? is she living or dead? when did she dio and did she or not die intestate?

Ans. I did know Virginia K. Bloodsworth in her life time and she died in the month of July, 1925. She was my grandmother and the grandmother of all the parties to this suit, both the plaintiffs and the defendants. She left a last will and testament duly probated among the Land Records of Somerset county (plaintiff herewith files to be used as evidence certified copy of last will of Virginia K. Bloodsworth marked "Exhibit A")

Int. 4 - Did or not the said Virginia K. Bloodsworth own any marsh land in her life time and if so what disposition if any did she make of it in her will?

Ans. Yes my grandmother did own a tract of marshland in her life time and at the time of her death. It is located on Great Monie Creek and is bounded on the north by the lands formerly owned by C. E. Watson and Elizabeth Evans, on the east by Edward Jones and on the west by the Renshaw land, and containing about 104 acres, more or less. By the first item of my grandmother's will this property was left to two grandsons, John Robert Bloodsworth and John Revil Simms for life, and upon their death then to all of her other grandchildren then living except Helen Foxwell. John Robert Bloodsworth and John Revil Simms are both dead and the plaintiff and the defendants in his suit are all of her remaining grandchildren except Helen Foxwell.

Int. 5 - Please tell us what in your opinion is a fair value of this tract of marshland?

Ans. In my opinion this tract of marshland bordering on Great Monie Creek is worth one thousand dollars.

Int. 6 - Could this tract of Marshland be divided in kind or is it advisable to sell it as a whole and divide the proceeds among the parties in interest.

Ans. The value of this marshland principally is for ducking purposes and its location is such that it could not be divided equally among the eight parties in interest. It is necessary to sell it as a whole tract and divide the proceeds among the parties.

Court Question.

Answer - Nothing further.

TEST: Janet T. Bedsworth Andrew Evans, Jr.

John Murray, a witness of lawful age, being first duly sworn, deposing says:

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

Ans. My name is John Murray, age 28 years, residence Mt. Vernon, Maryland, and occupation sbhool bus operator and farmer.

Int. 2 - Do you know the parties to this suit and if so where do they reside?

Ans. I believe that I have met all of the parties to this suit except Burl Bloodsworth. They are all Mt. Vernon people and I believe that all of them are adults and are older than I am. I do not know where all of them live but I am certain that the addresses which I have read on the bill of complaint are right.

Int. 3 - Did you know Virginia K. Bloodsworth, is she living or dead and tell us what you know about any tract of marshland that she owned.

Ans. I did not know Virginia K. Bloodsworth, she died before I was born, but I am certain that her h me property adjoins the place where I live and, in fact, I own a part of the arable land that she owned in her life time. She owned a tract of marshland containing about 100 acres. It borders on Great Monie Creek and extends from the creek in a northerly direction to the woodland that was owned by a Mr. Watson and I believe by a Mrs. Evans. It is bounded on the west by the Renshaw property and is supposed to contain 104 acres. I have understood that under Mrs. Bloodsworth's will a copy of which has just bee shown to the previous witness, this marshland was left to John Robert Bloodsworth and John Revil Simms for life. They are both dead. And then it went to her remaining grandchildren and I believe that the parties to this suit are all of her remaining grandchildren except Helen Foxwell.

Int. 4 - Please tell us whether or not this marshland can be divided in kind among the parties or will it be advisable to sell it?

Ans. There are eight parties and this piece of marshland could not be divided into eight equal parts. The principal value of this tract of land is that it borders on the Great Monie Creek and that part would be far more valuable than the land further to the north. The only advisable thing to do is to sell it and divide the proceeds.

Court Question.

Answer - Nothing further.

TEST: Janet T. Bedsworth John Murray

ThereThere being no further witnesses produced to me to be examined, I herewith at the request of the plaintiff Solicitor, return the above depositions to Court, closed under my hand and seal and certify that the annexed statement of costs is correct.

Give under my hand and seal this 21st day of October, nineteen hundred and fifty eight.

Janet Bedsworth, (SEAL)
Janet Bedsworth, Special Examiner

Bill of Costs:

Janet Bedsworth	Sp. Examiner	10.00
John H. Murray, witness and milcage		1.25
Andrew Evans, Jr. " " "		1.25
	Total ----	$12.50

And thereafter, on the Tenth day of November, in the year Nineteen Hundred and Fifty-eight, was filed in Court here a Decree which said decree is in the words following, to wit:

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for
Mae Evans Pusey, et als	:	Somerset County, In Equity

. . . . . : . . . . .

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

IT is thereupon, this 10th day of November, nineteen hundred and fifty eight, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that Harry C. Dashiell be, and he is hereby appointed Trustee to make such sale, and that the course and manner of his proceedings shall be as follows:

He shall first file in the office of the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety to be approved by the said Court or the Clerk thereof, in the penalty of one thousand dollars, or double that amount if private surities, 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 some newspaper printed in said Somerset County and such other notice as he shall think proper of the time, place, manner and terms of sale, which terms shall be as follows: one half in cash on the day of sale and the balance in six months from the day of sale, with surities to be approved by the said Trustee, or all cash at the option of the purchaser or purchasers.

AND as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And upon the ratification of such sale by this Court and on the payment of the whole purchase money, and not before the said Trustee by a good and sufficient deed, executed and acknowledged according to law, shall convey to the purchaser or purchasers, to his, her or their heirs and 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 and the bond which may have been taken for the same to be disposed of under the direction of this Court, after deducting therefrom the cost 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 have appeared to have discharged his trust.

E. Mclnster Duer, JUDGE

And thereafter, on the Second day of December, in the year Nineteen Hundred and Fifty-eight, was filed in Court here, a Bond which said Bond is in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS:

That, Harry C. Dashiell, of Somerset County and State of Maryland, as 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 State of Maryland in the full and just sum of $1,000.00 (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 heirs, personal representatives, and assigns, firmly by these presents, sealed with our seal and dated this 1st day of December, 1958.

Whereas, the above bounden, Harry C. Dashiell, by a decree of the Circuit Court for Somerset County in Equity, passed in a cause in said court wherein Lois Mae Simmons is complainant and Mae Evans Pusey et. al. are respondents, the same being No. 7443 Chancery, was appointed Trustee to make sale of the real estate therein mentioned.

Now, therefore, this obligation witnesseth, that if the above bounden Harry C. Dashiell do and shall well and 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.

As witness the hand and seal of the said principal, the corporate seal of the American Surety Company, a corporation as aforesaid, and the hand of Harry C. Dashiell, the Attorney in fact of said corporation, the day and year above written.

Harry C. Dashiell, Principal (SEAL)

CORPORATE SEAL

THE AMERICAN SURETY CO. OF NEW YORK
BY: Harry C. Dashiell
Attorney in Fact

TEST: R. Mark White

The within bond approved.
Grace J. Barnes, Clerk

Filed for record Dec. 2, 1958, and recorded in Liber B.L.B. No. 8, Folio 115.
Test: Grace J. Barnes, Clerk

And thereafter, on the Fifth day of January, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Trustee's Report of Sale, Order Nisi and Final Order, which said Trustee's Report of Sale, Order Nisi and Final Order are in the words following, to wit:

Lois Mae Simmons	:	No. 7443 Chancery
vs.	:	In the Circuit Court for
Mae Evans Pusey, et als	:	Somerset County, In Equity

. . . . . : . . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry C. Doshiell, Trustee, appointed by a decree of the Circuit Court for Somerset County in Equity, passed on the 10th day of November 1958 in the above entitled cause, to make sale of certain real estate therein mentioned, respectfully represents:

That after giving bond with security for his faithful performance of his trust and after complying with all the other pre-requisites as required by law and by said decree, and after giving notice of the time, place, manner, and terms of sale by advertisement inserted in the Marylander and Herald, a weekly newspaper published and printed in Somerset County and by hand bills extensively circulated, he did, pursuant to said notice, attend at the court door in Princess Anne, Maryland on Tuesday, December 23, 1958 at or about the hour of 2 O'clock p. m. and then and there proceed to sell real estate mentioned and described in said advertisement, that is to say:

Your Trustee offered for sale at public auction all that tract or parcel of marshland in Mt. Vernon Election District in Somerset County, Maryland located on Great Monie Creek, bounded on the north by the lands formerly owned by C. E. Watson and Elizabeth Evans; bunded on the east by the land of Ed. Jones and others; bounded on the west by the Renshaw land and containing one hundred and four (104) acres of land more or less; and being the same and all of the marshland that was devised by the first item of the last will and testament of the late Virginia K. Bloodsworth unto her two grandsons, John Robert Bloodsworth and John Revil Simms for their life and upon their death to her remaining grandchildren; and the said John Robert Bloodsworth and John Revil Simms both being dead, the said land decended to her grandchildren who are the parties, plaintiffs and defendants in the above suit and the said last will and testament of the said Virginia K. Bloodsworth is recorded among the testamentary records of said Somerset County in Wills Book LR No. 12 folio 357 etc; and when your Trustee offered said tract of marshland above described at public auction the highest bid that he received therefor was the sum of four hundred dollars ($400.00) and your said Trustee considered said amount of money to be an inadequate price for said property and accordingly withdrew the same from said sale and did not sell the said land.

And since that time your said Trustee has sold said tract of marshland above described at a private sale unto William P. Murray, John Hopkins Murray, and William Boyd Horner all of Somerset County and State of Maryland; as tenants in common, at andfor the sum of five hundred dollars ($500.00) which the said purchasers have fully paid in cash; and your said Trustee further states that he believed that said sum of Money is as much as he will be able to obtain for said property and is fair and adequate therefor.

All of which is reppectfully submitted,

Harry C. Dashiell, Trustee

STATE OF MARYLAND, SOMERSET COUNTY TO WIT:

I hereby certify that on this 5th day of January in the year 1959, before me, the subscriber, a Notary Public of the State of Maryland in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, Trustee mentioned in the above report of sale and made oath in due form of law that the matters and things contained and stated in the aforegoing 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.

Grace J. Barnes
Clerk of the Circuit Court

March Term, 1959

ORDER NISI

Ordered by the Circuit Court for Somerset County in Equity that the sale of the real estate mentioned in these proceedings, made and reported by Harry C. Dashiell, Trustee, appointed by a decree of this Court in the above entitled cause, to make sale of the real estate therein mentioned and described, be ratified and confirmed unless cause to the contrary therefor be shown on or before the 20th day of January, 1959, 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 February 1959.

The report of sale states the amount of sale to be five hundred dollars ($500.00).

Grace J. Barnes, Clerk

FINAL ORDER

Ordered by the Circuit Court for Somerset County in Equity this 24th day of February, 1959 that the sale of the real estate mentioned in these proceedings made and reported by Harry C. Dashiell, Trustee, 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 is allowed the usual commissions and such other expenses as he shall produce vouchers for to the auditor.

And since it appears that Harry C. Dashiell, the auditor of this Court, is the Solicitor for the complainant, it is further ordered that Hazel B. Turkington be, and she is hereby appointed, Special Auditor to state the account in this cause.

E. McMaster 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: Grace J. Barnes, Clerk

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May Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in May, being the 4th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-nine.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Eunice Stevens,
Robert Stevens, her husband
vs.
Chester A. Waters,
Beulah Waters, his wife,
Florine Waters Dease
Kenneth Dease, her husband

) Be it remembered that heretofore, to wit, on the Sixth
) day of November, in the year Nineteen Hundred and Fifty-
) eight, a certain Simpkins & Simpkins, Attorneys, for and
) on behalf of Eunice and Robert Stevens, exhibited and
) filed in Circuit Court here a Bill of Complaint, which
) said Bill of Complaint is in the words following, to wit:

Eunice Stevens
Robert Stevens, her husband
vs.
Chester A. Waters
Beulah Waters, his wife
Florine Waters Dease
Kenneth Dease, her husband

: No. 7475 Chancery
: In the Circuit Court for
: Somerset County,
: State of Maryland

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your complainants, Complaining, say:

1. That Henrietta Bowser, Deceased, late of Somerset County, was in her lifetime and at her death seized and possessed in fee simple of four parcels of real estate lying in Somerset County, Maryland, which said property was acquired by the following conveyances, certified copies of which will be offered in evidence, as complainants' exhibits "A", "B", AND "C", at the trial of this cause.

A. Deed dated August 23, 1927, from William H. Adams, and recorded among the Land Records of Somerset County in Liber G.W.L. No. 94, Folio 443.

B. Deed dated January 14, 1929 from H. Fillmore Lankford and recorded among the Land Records aforesaid in Liber G.W.L. No. 97, Folio 349.

C. Deed dated September 25, 1952, from R. Campbell Waters, et ux, and recorded among the Land Records aforesaid in Liber B.L.B. No. 157, Folio 535.

2. That being so seized, the said Henrietta Bowser departed this life intestate, leaving Eunice Stevens, Daughter, and Chester A. Waters and Florine Waters Dease, Grandchildren, as her sole heirs at law.

3. That the Complainants and Respondents are all non-residents of the State of Maryland.

4. That one parcel of real estate aforementioned, is improved by a dwelling in poor state of repair.

5. That the Complainant, Eunice Stevens, has intermarried with the Complainant, Robert Stevens, and the Respondent, Chester A. Waters, has intermarried with the Respondent, Beulah Waters, and the Respondent, Florine Waters Dease, has intermarried with Kenneth Dease, Respondent; and that Eunice Stevens is entitled to a one-half interest in the above mentioned land and Respondents, Chester A. Waters and Florine Waters Dease, are collectively entitled to a one-half interest in said property; and that being so possessed they are tenants in common..

6. That said real estate is not susceptible of partition without material loss and injury to the parties entitled to the 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 parties according to their respective interest.

TO THE END, THEREFORE.

1. That a decree may be passed appointing a trustee to sell said real estate.

2. That the proceeds of sale be first applied to the cost in these proceedings, including a reasonable fee for the solicitors for the complainants, and the expenses attending said sale, and the balance distributed among the parties rightfully entitled thereto, according to their respective interest.

3. That your Complainants may have such other and further relief as their case may require.

May it please your Honors to grant unto the Complainants an Order of Publication, giving notice to the said Respondents, who are non-residents of the State of Maryland and residents of Montclair, New Jersey and Westwood, New Jersey, of the object and substance of this Bill of Complaint, ordering them to be and appear in this Court, in person or by solicitor on or before a certain date therein named, to show cause, if any they have, why relief as prayed for should not be granted, to be published as required by rules of Court, or in the alternative, to be personally served on the Respeondents, before some certain date therein named, as required by Rule 105 of Maryland Rules of Practice and Procedure.

And, as in duty bound, etc.

Eunice Stevens (SEAL)

Robert Stevens (SEAL)

Complainants

SIMPKINS AND SIMPKINS

By Thos. S. Simpkins
Solicitors for Complainants

STATE OF NEW YORK, COUNTY OF ERIE, TO-WIT:

I hereby certify, that on this 2 day of Sept., 1958, before me, the subscriber, a Notary Puolic in and for the State and County aforesaid, personally appeared Eunice Stevens and Robert Stevens, Complainants in the above entitled cause, and after being duly sworn, made oath in due for of law that the matters and facts set forth in the aforegoing Bill of Complaint, are true to the best of their knowledge and belief.

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

Martha B. Meadows
Notary Public

(SEAL OF NOTARY)

Martha B. Meadows, Notary Public, State of New York, Residing in Erie County at time of appointment. My Commission expires March 30, 1959.

And thereafter, on the Sixth day of November, in the year Nineteen Hundred and Fifty-eight, was filed in Court here an Order of Publication which said Order of Publication is in the words, following, to wit:

Eunice Stevens Robert Stevens, her husband Respondents	:	No. 7475 Chancery
vs.	:	In the Circuit Court
Chester A. Waters Beulah Waters, his wife Florine Waters Dease Kenneth Dease, her husband Respondents	:	for Somerset County, State of Maryland

ORDER OF PUBLICATION

The object of this suit is to procure a sale of certain properties in Somerset County, Maryland, jointly owned by the heirs of Henrietta Bowser, late of Somerset County, deceased.

The Bill states thatthe said Henrietta Bowser died possessed of certain real properties described in said Bill, that all of the parties to this suit are non-residents of the State of Maryland, that the said property is not susceptible of partition without materialloss and injury to the parties, that it is necessary to have the properties sold and the proceeds thereof divided among the rightful owners as their interests may appear.

IT IS, THEREUPON, this 6th day of November, 1958, ORDERED by the Circuit Court for Somerset County, In Equity, that the complainants, by causing a copy of this ORDER to be published in some newspaper in said Somerset County, once a week for four successive weeks, before the 6th day of December, 1958 or in the alternative, by causing a copy of this ORDER to be personally served upon the Respondents, as provided for by Rule 105 of the Maryland Rules of Practice and Procedure, giving notice to the said Respondents of the object and substance of this Bill, warning them to appear in this Court, in person or by solicitor, on or before the 22nd day of December, 1958, to show cause, if any they have, why a Decree ought not to be passed as prayed.

Grace J. Barnes, Clerk

And thereafter, on the Twelfth day of January, in the year Nineteen Hundred and Fifty-nine, was filed in Court here two Affidavits of Service of Order or Publication which said Affidavits are in the words following, to wit:

STATE OF NEW JERSEY
COUNTY OF BERGEN, to wit:

I hereby certify that on the 19th day of November, 1958, I did personally served the copy of the aforegoing Order of Publication and Bill of Complaint upon Florine Waters Dease and Kenneth Dease by leaving copies thereof in their hands.

Mario O. Strambi

Subscribed and sworn before me, a Notary Public in and for the State and County aforesaid. This 24th Day of November, 1958.

Peter A. Gohndl
Notary Public
My Comm. Expires May 10, 1960

Seal:

STATE OF NEW JERSEY,
COUNTY OF ESSEX, to wit:

I hereby certify that on this 12th day of November, 1958, I did personally served the copy of the aforegoing Order of Publication and Bill of Complaint upon Chester A. Waters and Beulah Waters, by leaving copies thereof in their hands.

Det.John A. Murray

Subscribed and sworn to before me, a Notary Public in and for the State and County aforesaid.

John A. Guarducci
Notary Public
Sworn to and subscribed before me
this 12 day of Nov., 1958.

Seal:

(SEAL OF NOTARY)

And thereafter, on the Thirteenth day of January, in the year Nineteen hundred and Fifty-nine, was filed in Court here a Decree Pro Confesso and Order, which said Decree and Order are in the words following, to wit:

Eunice Stevens Robert Stevens, her husband	:	No. 7475 Chancery
vs.	:	In the Circuit Court
Chester A. Waters Beulah Water, his wife Florine Waters Deas Kenneth Deas, her husband	:	for Somerset County, State of Maryland

. . . . . : . . . . . .

DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the complainants respectfully represent that the adult respondents, Chester A. Waters; Beulah Waters, his wife; Florine Waters Deas; Kenneth Deas, her husband, have been duly served with copies of the Order of Publication, as provided in Rule 1050, the Maryland Rules of Practice and Procedure, and yet have failed to appear or answer the same within the time limited by said Order.

Your petitioner therefore prays this Court to pass a Decree Pro Confesso against the said adult respondents.

SIMPKINS AND SIMPKINS
BY Thos. S. Simpkins
Solicitors for Complainants

ORDER

The Respondents; Chester A. Waters; Beulah Waters; Florine Waters Deas, and Kenneth Deas, after Order of Publication duly served upon them, having failed to appear to the Bill of Complaint and answer same, according to the demand of the said Order of Publication.

It is thereupon this 13th day of January, 1959, by the Circuit Court for Somerset County, in Equity, Adjudged, Ordered and Decreed that the said Bill of Complaint be and the same is hereby taken pro confesso against the said respondents.

And it is further Ordered that leave is hereby granted unto the complainants to take testimony before any one of the standing examiners of this Court, in support of the allegations of said Bill.

E. McMaster Duer, JUDGE

And thereafter on the Nineteenth day of February, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here Depositions, which said Depositions are in the words following, to wit:

Eunice Stevens Robert Stevens, her husband	:	No. 7475 Chancery
vs.	:	In the Circuit Court
Chester A. Waters Beulah Waters, his wife Florine Waters Deas Kenneth Deas, her husband	:	for Somerset County, State of Maryland

. . . . . : . . . . . .

I, Harry C. Dashiell, Standing Examiner of this Court, do hereby certify that at the law offices of Simpkins and Simpkins, Esquires, in Princess Anne, Maryland, on Thursday, February 19,

1959, at the hour of 4:00, P.M., I did take the following deposition, that is to say:

Marshall Hill, a witness of lawful age, being first duly sworn, deposes and says:

1. What is your name and residence?
A. My name is Marshall Hill, I live in Princess Anne, Somerset County, Maryland.

2. Did you know the deceased, Henrietta Bowser?
A. Yes.

3. When did she die?
A. She died on April 18, 1957 at Crownsville, Maryland.

4. Do you know who are her heirs at law?
A. Yes, she had surviving her, a daughter, Eunice Stevens, whose husband is Robert Stevens and they live at 25 Waverly Street, Buffalo, New York. She also left surviving her, two grandchildren, by a deceased child, and they are Chester A. Waters, grandson, and Beulah Waters is his wife; and they live at 30 Gray Street, Montclair, New Jersey, the granddaughter's name is Florine Waters Deas, and her husband's name is Kenneth Deas, and they live at 106 Old Hook Road, Westwood, New Jersey.

5. Are those three persons the sole heirs at law of the deceased?
A. Yes.

6. Are you familiar with the four parcels of land with which we are concerned in these proceedings?
A. Yes. One parcel of land was bought in 1927 from Mr. William Adams. It is located in Upper Hill, Fairmount, Election District. It is about an acre and is improved with a house in very poor condition. Two parcels were bought in 1929 in one deed from Mr. H. Fillmore Lankford, and they are likewise located in Upper Hill, Fairmount Election District. One piece is about one acre in size and the other is about four acres. These pieces are wooded with very young trees. Another parcel of land of about one-eighth of an acre, was bought in 1952 from R. Campbell Waters and it is located on the West side of the road leading through Freetown Hill.

7. Were these parcels of land owned by the deceased at the time of her death?
A. They were.

8. Is it possible to partition these pieces of real estate without material loss to the parties hereto?
A. No. They must be sold.

9. In your opinion, would it be advantageous to the parties hereto to have the land sold?
A. Yes.

10. Are you able to estimate the value of these parcels of land?
A. Yes, I would estimate the aggregate to be around Seven Hundred Dollars.

COURT QUESTION AND ANSWER.
I have Nothing further to say.

Marshall Hill (SEAL)

There being no further witnesses produced to me, I herewith, at the request of the plaintiff's solicitors, return the deposition to Court, closed under my hand and seal, and certify that all of the above testimony was taken in my presence as examiner and that all of the requirements of General Equity Rule 38A have been complied with, and further certify that the examiner's cost have been paid by the plaintiff.

Given under my hand and seal this 19th day of February, 1959.

Harry C. Dashiell (SEAL)
Harry C. Dashiell, Standing Examiner

And thereafter on the Ninth day of March, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here Exhibits "A", "B", & "C", which said Exhibits are in the words following, to wit:

EXHIBIT "A"

Deed
Alexander Bowser & Wife
from
William H. Adams

This Deed, Made this 23rd day of August, in the year one thousand nine hundred and twenty-seven, by and between William H. Adams, of Fairmount, Somerset County in the State of Maryland, of the first part, and Alexander Bowser of Upper Hill, Somerset County, in the State of Maryland, and his wife, Hennie Bowser of the Second part.

Witnesseth, that in consideration of the sum of twenty-five dollars, and other valuations to me paid the said William H. Adams, of Fairmount, County and State aforesaid, does grant and convey unto the said Alexander Bowser of Upper Hill, County and State aforesaid and his wife, Hennie Bowser, his heirs and assigns, in fee simple, all that lot or parcel of ground, situate lying and being in Upper Hill, Fairmount district, aforesaid, and described as follows, that is to say:

Beginning for the first part at a stone boundary set up in the line ditch at the northwest corner of the land of Isaac J. Maddox and the northeast intersection of the land of William C. Johnson, running south by and with the land and line ditch of the said Alexander Bowser to a

stone boundary set up in said line ditch at the southeast corner of the land of Robert Johnson one hundred and eleven yards (111) thence east by and with the woodland of the said William H. Adams to a stone boundary set up forty-five (45) yards, thence south by and with the woodland of the said William H. Adams to a stone boundary set up one hundred and eleven (111) yards, thence west by and with the land of the said Isaac J. Maddox forty-four (44) yards to the place of beginning; containing one (1) acre of land, more or less. The same being a part of the woodland conveyed by deed to the said William H. Adams for Fontaine Brothers, and recorded in the land records of Somerset County in Liber W.J.S.

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, 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 Alexander Bowser, his heirs and assigns, in fee simple, and his wife, Hennie Bowser.

And the 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;and 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 the said grantor.

William H. Adams (SEAL)

TEST:
Samuel H. Sudler

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I hereby certify, that on this 23rd day of August, 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 H. Adams, the above named grantor and did acknowledge the aforegoing deed to be his act,

As witness my hand and notarial seal.

(SEAL OF NOTARY) Samuel H. Sudler, Notary Public

Received for record August 23, 1927 and recorded in Liber G.W.L. No. 94, folio 443, &c, one of the land records of Somerset County.

Per: Geo. W. Lawson, Clerk

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EXHIBIT "B"

Deed
Henrietta Bowser
from
H. Fillmore Lankford, Trustee

) THIS DEED, Made this 14th day of January, 1929, by H. Fillmore Lankford, of Somerset County, in the State of Maryland, trustee as hereinafter set forth;

) Witnesseth: Whereas, by a decree of the Circuit Court for Somerset County, in Equity, dated the 24th day of October, 1928, and passed in a cause in said Court in which Henrietta Bowser is plaintiff and Fannie Pope and Eunice Boyd and Ernest Boyd, her husband, are defendants, being #4035 on the chancery docket of said Court, the said H. Fillmore Lankford was appointed trustee with authority to sell the real estate in the proceedings in said cause mentioned, and whereas, the said H. Fillmore Lankford, trustee,as aforesaid, after complying with all the previous requisites of the decree, did on or about the 20th day of November, 1928, sell unto Henrietta Bowser all the real estate so as aforesaid decreed to be sold, at and for the sum of eight hundred and twenty dollars, and whereas said sale has been duly reported to and finally ratified and confirmed by said Court, and whereas, the purchase money for said real estate has been fully paid and satisfied, the receipt of which is hereby acknowledged,

Now therefore this deed witnesseth, that for and in consideration of the premises, the said H. Fillmore Lankford, trustee as aforesaid, does grant and convey unto the said Henrietta Bowser, her heirs and assigns, in fee simple, all the right, title, interest and estate of all the parties to the aforesaid Chancery cause in and to all those lots or parcels of land in Fairmount Election District, in Somerset County, in the State of Maryland, described as follows:

First: All that lot of land, containing one acre more or less, which was conveyed unto Alexander Bowser, now deceased, by Robert H. Jones and wife, by deed dated the 23rd day of April, 1913, recorded among the Land Records of said county in Liber S.F.D. #63, folio 98, etc.

Second: All that lot of land, containing four acres, more or less, which was conveyed to the said Alexander Bowser by Upton Lee Mitchell and wife by deed dated the 29th day of November, 1918, recorded among the Land Records aforesaid in Liber W.J.S. #00, folio 15, etc., adjoining the lands of Edward and Frank Kieffer, and the land of Charles A. Lankford.

And reference is hereby made to said deeds and all the references in said deeds contained, and to said chancery proceedings for full and particular description of the lands hereby conveyed.

Together with the buildings and improvements upon said lots of land and all the rights, privileges, advantages and appurtenances thereto belonging or appertaining.

To have and to hold said lots of land and the buildings and improvements thereon, and all the rights, privileges, advantages, and appurtenances to the same belonging unto and to the proper use and benefit of the said Henrietta Bowser, her heirs and assigns, in fee simple.

Witness the hand and seal of the said H. Fillmore Lankford, trustee as aforesaid, the day and year first hereinbefore written.

H. Fillmore Lankford, Trustee (SEAL)

Witness: Samuel H. Sudler

State of Maryland, Somerset County, to wit-

I hereby certify that on this 14th day of January, nineteen hundred and twenty-nine, before me, the subscriber, a notary public of the State of Maryland, in and for Somerset County, personally appeared H. Fillmore Lankford, the trustee mentioned in the foregoing deed, and acknowledged said deed to be his act and deed.

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

Samuel H. Sudler
Notary Public

(SEAL OF NOTARY)

Received for record February 6, 1929, and recorded in Liber G.W.L. No. 97, folio 349, one of the Land Records of Somerset County.

Per: Geo. W. Lawson, Clerk

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EXHIBIT "C"

DEED

R. Campbell Waters
Bertie L. Waters

TO

Henrietta Bowser

THIS DEED, Made this 25th day of September, Nineteen Hundred and Fifty-two, by R. Campbell Waters and Bertie L. Waters, his wife, of Philadelphia, Pennsylvania, witnesseth:

That in consideration of the sum of Ten Dollars and other good and valuable considerations, paid by Henrietta Bowser, of Somerset County, Maryland, the said R. Campbell Waters and Bertie L. Waters, his wife, hereby grant and convey unto the said Henrietta Bowser, her heirs and assigns, all that lot or parcel of land situate lying and being in Fairmount Election District, Somerset County, Maryland, beginning at a stone bounder on the southeast corner of the John Clarke land on the west side of thecounty road leading through Freetown Hill; thence in a southerly direction, by and with said county road, sixty feet to the land of Robert L. Wilson; thence in a westerly direction, by and with the said Wilson land, ninety feet to a line ditch and the land formerly owned by Graham Waters; thence by and with said line ditch, sixty feet to the land of John Clarke; thence in an easterly

direction, by and with the said Clarke land to the place of beginning, and containing one-eighth acre, more or less; the land hereby conveyed being the same and all the land which was conveyed to the said R. Campbell Waters and Bertie L. Waters, his wife, by Alena Waters by deed dated September 6, 1945, recorded among the Land Records of said Somerset County in Liber No. 132, folio 283.

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

TOGETHER with the buildings and improvements 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 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 Henrietta Bowser, her heirs and assigns, in fee simple.

And the said R. Campbell Waters and Bertie L. Waters, his wife, covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Test: R. Campbell Waters (SEAL)

Patricia H. Laird Bertie L. Waters (SEAL)

STATE OF MARYLAND, COUNTY OF SOMERSET, to wit:

I HEREBY CERTIFY, that on this 25th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared R. Campbell Waters and Bertie L. Waters, his wife, the above named grantors and they duly acknowledged the aforegoing deed to be their respective act and deed.

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

Federal Stamps: $.55 (Seal of)
State Stamps: $.55 (Notary)

Patricia H. Laird
Notary Public

Received for record September 25, 1952, and recorded in Liber B.L.B. No. 157, folio 535, one of the land records of Somerset County.

Per: Benjamin L. Barnes, Clerk

And thereafter, on the Ninth day of March, in the year Nineteen Hundred and Fifty-nine, was filed in Court her and Order of Court, which said Order is in the words following, to wit:

Eunice Stevens Robert Stevens, her husband	:	No. 7475 Chancery
vs.	:	In the Circuit Court for
Chester A. Waters Beulah Waters, his wife Florine Waters Deas Kenneth Deas, her husband	:	Somerset County, State of Maryland

ORDER OF COURT

This cause standing ready for a hearing and being submitted without agrument, the proceedings were read and considered and it is, thereupon, this 9th day of March, in the year Nineteen Hundred and Fifty-nine, by the Circuit Court for Somerset County, Maryland, in equity, ADJUDGED, ORDERED and DECREED, that the real estate in said proceedings mentioned be sold; and be it further ORDERED AND DECREED that Thomas S. Simpkins, Esquire, be and he hereby is appointed Trustee to make such sale, as provided in law; provided, however, he shall first file with the Clerk of Court his bond, payable to the State of Maryland with sureties thereon approved by said Clerk, in the penalty of One Thousand Dollars ($1000.00) for the faithful performance of said trust in him reposed; and the said Trustee shall, following said sale, return to this

Court a full and particular account of the said sale with his affidavit of the fairness thereof attached; and he shal upon full payment of the purchase price and final ratification of said sale by good and sufficient deed, convey unto the purchaser or purchasers of said properties all claims of the parties hereto; and the said Trustee, after payment of all cost attending said sale and the cost of these proceedings, including such commissions as this Court shall think fit and proper to allow in consideration of the skill, attention and fidelity he shall have performed his said duties, disperse the proceeds remaining in his hands to the parties rightfully entitled there o.

E. McMaster Duer, JUDGE

And thereafter, on the Tenth day of March, in the year Nineteen Hundred and Fifty-nine, was filed in Court here a Bond, which said Bond is in the words following to wit:

Eunice Stevens Robert Stevens, her husband	:	No. 7475 Chancery
vs.	:	In the Circuit Court for
Chester A. Waters Beulah Waters, his wife Florine Waters Deas Kenneth Deas, her husband	:	Somerset County, State of Maryland

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas S. Simpkins, as principal, and the undersigned sureties are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1000.00), to be paid to the said State or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 10th day of March, in the year of our Lord One Thousand, Nine Hundred and Fifty-nine.

WHEREAS THE ABOVE BOUNDEN Thomas S. Simpkins, by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County, has been appointed trustee to sell the real estate mentioned in the proceedings in the case of: Eunice Stevens, Robert Stevens, her husband, vs. Chester A. Waters, Beulah Waters, his wife, and Florine Waters Deas, Kenneth Deas, her husband, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Thomas S. Simpkins 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 to be void; otherwise to be and remain in full force and virtue in law.

June P. Croak — Thomas S. Simpkins (SEAL)

June P. Croak — W. Clyde Ford, Jr. (SEAL)

June P. Croak — Carlos Bozman (SEAL)

The within Bond approved.
Grace J. Barnes, Clerk

Filed for Record March 10, 1959, and recorded in Liber B.L.B. No. 8, Folio 130.
Per: Grace J. Barnes, Clerk

And thereafter on the Fifteenth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Trustee's Report of Sale which said Trustee's Report of Sale is in the words following, to wit:

Eunice Stevens Robert Stevens, her husband	:	No. 7475 Chancery
vs.	:	In the Circuit Court for
Chester A. Waters Beulah Waters, his wife Florine Waters Deas Kenneth Deas, her husband	:	Somerset County, State of Maryland

. . . . . :. . . . . .

TRUSTEE'S REPORT OF SALE

The report of Thomas S. Simpkins, Trustee, appointed by a Decree of this Court, passed in the above entitled cause, dated the ninth day of March, 1959, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said Decree of said Court, and giving notice of the time, place and manner and terms of sale by advertisement inserted in the Marylander and Herald for at least three successive weeks before the said day of Sale, he did, pursuant to said notice, attend at the Court House in Princess Anne, Maryland, on the third day of April, 1959, at two o'clock P.M., and then and there did proceed to sell said property in the manner following, that is to say;

Your Trustee offered at public sale to the highest bidder, the property mentioned in said Decree.

And your Trustee sold the said described property to Marshall Hill for the sum of Six Hundred Dollars ($600.00), he being at that sum the highest bidder therefor, the terms of sale being cash.

And the said Trustee hereby charges himself with the proceeds of sale and craves allowance for the charges and disbursements as follows:

To Trustee's Commission as per Rule of Court	$ 53.00	
To Court Cost	46.00	
To Advertising	70.00	
To Complainants' Solicitor	25.00	
To Carlos Bozman, State and County Real Estate Taxes for the years 1955 through 1958	85.32	
To Estate of Horace G. Payne, Mortgagee	150.00	
To Auctioneer	10.00	
To Cost of Service upon Respondents	22.50	
To Release of mortgage	1.00	
TOTAL DISBURSEMENTS	$ 460.32	$460.32
BALANCE TO BE DISTRIBUTED	$ 139.68	
To Eunice Stevens, Daughter-one-half		$ 69.84
To Florine Waters, Deas, Grand-daughter, one-fourth		34.92
To Chester A. Waters, Grandson, one-fourth		34.92
		$600.00

Respectfully submitted,

Thomas S. Simpkins, Trustee

And thereafter on the Fifteenth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Order Nisi, which said Order Nisi is in the words following, to wit:

ORDER NISI

It is hereby ORDERED by the Circuit Court of Somerset County, Maryland, that the sale of the property mentioned in these proceedings made and reported by Thomas S. Simpkins, Trustee, appointed by a Decree of this Court to make sale, be ratified and confirmed, the 18th day of

May, next; provided a copy of this Order be published in some newspaper in Somerset County, once a week in each of three successive weeks before the 2nd day of May, 1959.

The report states the amount of sale to be Six Hundred Dollars ($600.00).

Grace J. Barnes, Clerk

And thereafter, on the Nineteenth day of May, in the year Nineteen Hundred and Fifty-Nine, was filed in Court her a Final Order of Ratification, which said Final Order is in the words following, to wit:

Eunice Stevens
Robert Stevens, her husb nd

vs.

Chester A. Waters
Beulah Waters, his wife
Florine Waters Dens
Kenneth Dens, her husband

No. 7475 Chancery
In the Circuit Court
for Somerset County,
State of Maryland

FINAL ORDER OF RATIFICATION

It is this 19th day of May, 1959, by the Circuit Court of Somerset County, Maryland, in Equity, ORDERED that the sale made and reported by Thomas S. Simpkins, Trustee in the above captioned cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given, as required by the Order Nisi in said cause.

E. McMaster 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: Grace J. Barnes, Clerk

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May Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in May, being the 4th day of the same month, in the year of our Lord, One Thousand Nine Hundred and Fifty-nine.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

William C. Rogers, Attorney Ex Parte under power contained in Mortgage from Arthur L. Noble and Estelle L. Noble, his wife, to Fraternity Federal Savings & Loan Association

) Be it remembered that heretofore to wit, on the Seventeenth day of July, in the year Nineteen Hundred and Fifty-eight, a certain Alfred T. Truitt, Jr., Attorney of Wicomico County and State of Maryland, exhibited and filed in the Circuit Court here, an order to docket suit and an original of a certain mortgage, which said Original of Mortgage (or Petitioners Exhibit "A") is in the words following, to wit:

William C. Rogers, Ex Parte
Attorney named in mortgage made by
Arthur L. and Estelle L. Noble, his wife

No. 7439 Chancery
In the Circuit Court for Somerset County
In Equity

PETITIONER'S EXHIBIT "A"

4550 SOW

THIS MORTGAGE, Made this 22nd day of August, in the year one thousand, nine hundred and fifty-six, between Arthur L. Noble and Estelle L. Noble, his wife, of Somerset County, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FORTY-EIGHT HUNDRED ($4800.00) Dollars.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(a) of the sum of FORTY-EIGHT DOLLARS ($48.00) being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(b) of the sum of SIX DOLLARS AND TWENTY-FIVE CENTS ($6.25) being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to paysaid charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey, and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Somerset County in said State, and described as follows:

ALL that lot or parcel of ground, situate, lying and being in Monie, St. Peters Election District, Somerset County, aforesaid, and described as follows, that is to say:-

BEGINNING for the same at the intersection of the southerly line of an abandoned County Road with the westerly line of the County Road leading from the Deals Island - Princess Anne State Road to Venton, and running thence by and with the said abandoned County Road south 89 degrees 40 minutes west 169.9 feet to a post; and running thence south 19 degrees 17 minutes west 126 feet to a post, and running thence south 70 degrees 43 minutes east 160 feet to the westerly side of the said County Road to Venton; and running thence by and with said County Road to Venton north 19 degrees 17 minutes east 183 feet to the place of beginning. Being Lot No. 1 Plat of subdivision of The George A. Noble Residence Lot made by W. Ballard Miles, Situate at Monie.

BEING the same lot of ground which by Deed dated June 28, 1946 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 136 folio 254, was granted and conveyed by GEORGE A. NOBLE, to ARTHUR L. NOBLE, also known as ARTHUR LEE NOBLE and ESTELLE L. NOBLE, also known as LUCY ESTELLE NOBLE, his wife, the within Mortgagors.

BEING ALSO the same lot of ground which by Confirmatory Deed dated October 21, 1946 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 138, folio 232, was granted and conveyed by GEORGE A. NOBLE, Widower, to ARTHUR L. NOBLE, also known as ARTHUR LEE NOBLE, and ESTELLE L. NOBLE, also known as LUCY ESTELLE NOBLE, his wife, the within Mortgagors.

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum of said payment.

It is understood and agreed that the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum of the original principal amount of this Mortgage.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issued and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee simple.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premised for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may belegally liable; (6) to permit

commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors , their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided): and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or William C. Rogers, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: First, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED ($100.00) Dollars for conducting the proceedings if without contest, but if legal services be rendered to the Trustee appointed by such decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees andexpenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property

under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Arthur L. Noble (SEAL)

Thomas E. Kelly, Jr. Estelle L. Noble (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 22nd day of August, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Arthur L. Noble and Estelle L. Noble, his wife, the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. Taylor Boden, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

Thomas E. Kelly, Jr.
Notary Public

My commission expires May 6th, 1957.

(SEAL OF NOTARY)

Received for Record Aug. 28, 1956, and recorded in Liber B.L.B. No. 177 Folio 258 one of the Land Records of Somerset County.

Per Benjamin L. Barnes, Clerk

And thereafter, on the Thirteenth day of January, in the year Nineteen Hundred and Fifty-Nine, was filed in Court her a State of Mortgage Debt, which said Statement is in the words following, to wit:

William C. Rogers, Attorney Named in Mortgage	:	No. 7439 Chancery
	:	In the Circuit Court
vs.	:	for Somerset County,
Arthur L. Noble Estelle L. Noble, his wife	:	In Equity

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Arthur L. Noble and Estelle L. Noble, his wife to Fraternity Federal Savings and Loan Association dated August 22, 1956 and recorded among the Land Records of Somerset County in Liber BLB No. 177, folio 258.

January 7, 1959

Arthur L. Noble and wife
Lot 1 Subdivision of George A. Noble
Residence Lot Monie
Somerset County, Maryland

Original amount of Loan	$4,800.00
Interest	660.07
Fire Insurance	54.97
Taxes	96.52
	$5,611.56
Less amount of payments	1,236.87
Balance	$4,374.69

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that on this 6th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally William C. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notorial Seal.

Herbert Moore
Notary Public

(SEAL OF NOTARY)

And thereafter, on the Sixth day of February, in the year Nineteen Hundred and Fifty-Nine was filed in Court here a Military Affidavit which said Military Affidavit is in the words following to wit:

William C. Rogers, Attorney Named in Mortgage	:	No. 7439 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County
Arthur L. Noble Estelle L. Noble, his wife	:	In Equity

. . . . . .

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

On this 29th day of January, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law deposed and said:

That Arthur L. Noble and Estelle L. Noble, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Arthur L. Noble and Estelle L. Noble, his wife are not now in the military service of the United States.

William C. Rogers, Affiant

Sworn to, acknowledged and subscribed to
before me, the day and year first above written.
Herbert Moore, Notary Public

(seal of notary)

And thereafter, on the Sixth day of February, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Attorney's Bond, which said Bond is in the words following, to wit:

UNITED STATES CASUALTY COMPANY

No. 7439 Chancery

KNOW ALL MEN BY THESE PRESENTS:

That we William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND NO/100 ($5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this third day of February in the year nineteen hundred and fifty-nine.

WHEREAS, the above bounden William C. Rogers by virtue of the power contained in a Mortgage from Arthur L. Noble and Estelle L. Noble, his wife to Fraternity Federal Savings and Loan Association, a body corporate bearing date the 22nd day of August nineteen hundred and fifty-six and recorded among the Land Records of Somerset County, in Liber BLB No. 177, Folio 258, and William C. Rogers is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of
Herbert C. Moore
Attest: Herbert C. Moore

William C. Rogers (Seal)

Witness as to Surety:
F. B. Cary

UNITED STATE CASUALTY COMPANY
(SEAL)
By Elmer J. MacLeod, Vice-President
Attest: G. Lee Burgess, Assistant Secretary

The within Bond Approved.
Grace J. Barnes, Clerk

Filed for Record Feb. 6, 1959, and recorded in Liber B.L.B. No. 8, Folio 135.
Test: Grace J. Barnes, Clerk

And thereafter, on the Tenth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sale, which said Report of Sale is in the words following, to wit:

William C. Rogers, Attorney, Ex Parte	:	No. 7439 Chancery
under power contained in Mortgage from	:	In The Circuit Court
Arthur L. Noble and Estelle L. Noble, his	:	for Somerset County,
wife, to Fraternity Federal Savings &	:	Maryland,
Loan Association	:	In Equity

To the Honorable, the Judge of said Court:

The report of sales of William C. Rogers, Attorney named in a certain mortgage made and executed by Arthur L. Noble and Estelle L. Noble, his wife, to Fraternity Federal Savings & Loan Association, a body corporate, dated August 22, 1950 and recorded among the Land Records of Somerset County, Maryland in Liber B.L.B. No. 177, Folio 258, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in Somerset County, once a week for four successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door, in Princess Anne, Maryland, on the 7th day of February, 1959, at two o'clock P.M., and then and there proceed to sell the property described in said mortgage, to-wit:

ALL that lot or parcel of ground situate, lying and being in Monie, St. Peters Election District, Somerset County, Maryland and described as follows: Beginning for same at the intersection of the Southerly line of an abandoned County Road with the Westerly line of the County Road leading from the Deal Island-Princess Anne State Road to Venton, and running thence by and with the said abandoned County Road South 89 degrees 40' W 169.9 feet to a post; and running thence South 19 degrees 17' West 126 feet to a post; and running thence South 70 degrees 43' East 100 feet to the Westerly side of the said County Road to Venton N 19 degrees 17' East 163 feet to place of beginning. Being Lot No. 1 Plat of subdivision of the George A. Noble Residence Lot made by W. Ballard Miles, situate at Monie. Being the same lot of ground which by deed dated June 28, 1946 and recorded among the Land Records of Somerset County, Maryland, in Liber B.L.B. No. 136, Folio 254, was granted and conveyed by George A. Noble to Arthur L. Noble, also known as Arthur Lee Noble and Estelle L. Noble, also known as Lucy Estelle Noble, his wife, and by Confirmatory deed dated October 21, 1946 and recorded as aforesaid in Liber

B.B.B. No. 138, folio 232, and sold the same to Fraternity Federal Savings & Loan Association at and for the sum of Four Thousand Dollars $4,000.00), it being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of your trustee and your trustee has distributed the proceeds, as follows:

Total sales		$4,000.00
To Clerk of the Circuit Court for costs	$ 38.00	
To Marylander and Herald, advertising and Order Nisi	62.50	
To Auctioneer	15.00	
To Premium on Bond	25.00	
To Attorney as commission	235.00	
To Balance to be credited on mortgage debt	3,624.50	4,000.00

Respectfully submitted,

William C. Rogers, Attorney

STATE OF MARYLAND, BALTIMORE CITY, to-wit:

I HEREBY CERTIFY, that on this 13th day of March, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared William C.Rogers, Attorney named in the aforegoing 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.

AS WITNESS my hand and Notarial Seal the day and year above written.

Herbert C. Moore
Notary Public

And thereafter, on the Tenth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Order Nisi, which said Order Nisi is in the words following, to wit:

William C. Rogers, Attorney Named in Mortgage	:	No. 7439 Chancery
	:	In the Circuit Court
vs.	:	for Somerset County
Arthur L. Noble Estelle W. Noble, his wife	:	In Equity

ORDER NISI

ORDERED by the Circuit Court for Somerset County, Maryland, IN EQUITY, this 10th day of April, 1959, that the sale of the property mentioned in these proceedings and the distribution of the proceeds arising thereout, made and reported by William C. Rogers, Attorney named in Mortgage for the purpose of foreclosure and collection, be ratified and confirmed unless cause to the contrary be shown on or before the 18th day of May, 1959; provided a copy of this Order be inserted in some weekly paper published in Somerset County once in each of three successive weeks before the 2nd day of May, 1959.

The report states the amount of sale to be Four Thousand Dollars ($4,000.00)

Grace J. Barnes
Clerk of the Circuit Court for
Somerset County, Maryland

And thereafter, on the Twenty-Sixth day of May, in the year Nineteen Hundred and Fity-Nine was filed in Court here a Final Order of Ratification, which said Final Order is in the words following, to wit:

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Somerset County, State of Maryland, IN EQUITY, this 26th day of May, 1959, that the sale made and reported by the Attorney aforesaid in these proceedings, and the distribution of the proceeds arising thereout 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 Attorney is allowed the usual commissions and such proper expenses as he shall produce proper vouchers for.

E. McMaster 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: Grace J. Barnes, Clerk

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May Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in May, being the 4th day of the same month, in the year of our Lord One Thousand Nine Hundred and Fifty-Nine.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
and Grace J. Barnes, Clerk

Isaac H. Dorsey, Sheriff

Alexander G. Jones, Assignee Ex Parte under power contained in Mortgage from Ernest Dashiell and Mary Jane Dashiell, his wife, to the Bank of Somerset, a body corporate

) Be it remembered that heretofore to wit, on the Fourth
) day of February, in the year Nineteen Hundred and Fifty-
) nine, a certain Alexander G. Jones, Attorney of Somer-
) set County, State of Maryland, filed in Circuit Court
) here an Order to Docket above suit and the original
) mortgage, which said Original Mortgage is in the words

following to wit:

Alexander G. Jones, Assignee, Ex Parte	:	No. 7495 Chancery
under power contained in Mortgage from	:	In The Circuit Court
Ernest Dashiell and Mary Jane Dashiell,	:	for Somerset County,
his wife, to Bank of Somerset	:	In Equity

THIS MORTGAGE, Made this 15th day of November, in the year nineteen hundred and fifty-two, by Ernest Dashiell and Mary Jane Dashiell, his wife, both of Somerset County and State of Maryland, Witnesseth:

Whereas, the said Ernest Dashiell and Mary Jane Dashiell, his wife, are indebted unto Bank of Somerset, a body corporate of the State of Maryland, in the full and just sum of forty-one hundred dollars ($4100.00), balance of the purchase money for the hereinafter described real estate, which said indebtedness is evidenced by the bill obligatory of the said Ernest Dashiell and Mary Jane Dashiell, his wife, for said sum, dated evenly herewith, payable to the order of the said Bank of Somerset in one hundred and twenty monthly installments of forty-one dollars and fifty-two cents ($41.52) each; the first of which said installments being due and payable on the 15th day of December, 1952 and the remaining installments on even date of each succedding month thereafter until fully paid; with interest at four per cent per annum, but if default be made in the payment of said money and the interest thereon to accrue or any part of either one of them at the time limited for the payment of the same, then the entire debt shall be deemed due and demandable; and whereas for the purpose of further securing the payment of which 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 Ernest Dashiell and Mary Jane Dashiell, his wife, hereby grant

and convey unto the said Bank of Somerset, a body corporate as aforesaid, its successors or assigns, all that lot or parcel of land, situate lying and being in St. Peters Election District, Somerset County, Maryland, lying and binding on the east side of the county road known as the St. Peters Creek Road, bounded on the north by the land formerly owned by Emma H. Somers, on the east by the Funke Farm, and on the south by the land of Richard Bedsworth, and containing two acres, more or less, and being the same and all the land which was conveyed unto the said Ernest Dashiell and wife, by E. S. Adkins and Company, a body corporate of the State of Delaware, by deed dated evenly herewith and intended to be recorded among the aforesaid Land Records of Somerset County.

To which said deed and all the references in it contained, special reference is here made for a more complete and accurate description of the 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 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 Ernest Dashiell and Mary Jane Dashiell do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee its successors or assigns, or Edgar A. Jones their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 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 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 mortgage property,

and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least forty-one hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said mortgagee its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorised 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:
Eunice Dashiell

Ernest Dashiell (Seal)

Mary Jane Dashiell (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 15th day of November, in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Ernest Dashiell and Mary Jane Dashiell, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Edgar A. Jones, President of the Bank of Somerset and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is agent of the mortgagee, duly authorized to make this affidavit.

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

(SEAL OF NOTARY)

Eunice Dashiell
Notary Public

Received for Record Nov. 17, 1952, and recorded in Liber B.L.B. No. 159, Folio 94, one of the Land Records of Somerset County.

Per Benjamin L. Barnes, Clerk

For value received, and for the purpose of foreclosure and collection, the Bank of Somerset, a body corporate of the State of Maryland, hereby assigns the within mortgage to Alexander G. Jones.

As witness the corporate seal of the Bank of Somerset and the signature of Edgar A. Jones, its president, this 10th day of July, 1958.

Bank of Somerset

Attest: Marie F. Richards

By Edgar A. Jones, President

(CORPORATE SEAL)

And thereafter, on the Fourth day of February, in the year Nineteen Hundred and Fifty-Nine was filed in Court here an Affidavit, which said Affidavit is in the words following,to wit:

Alexander G. Jones, Assignee, Ex Parte	:	No. 7495 Chancery
under power contained in Mortgage from	:	In the Circuit Court
Ernest Dashiell and Mary Jane Dashiell,	:	for Somerset County,
his wife, to the Bank of Somerset	:	Maryland

State of Maryland, Somerset County, to wit:

On this 4th day of February, 1959, before me, the undersigned officer, personally appeared Edward J. Price, Agent of the Bank of Somerset, and made oath in due form of law, as follows: That the principal amount owing on the above mortgage is $2637.59, with interest to date of sale amounting to $107.30; that the defendants are not in the military service as hereinafter set forth and that they have not been in such military service referred to being as follows:

1. The military service of the United States of America or of the enlisted reserve corps thereof;
2. Ordered to report for induction under the selective Training and Service Act, of 1940 as amended;
3. The military service of any nation with which the United States of America may be allied in the prosecution of war.

(SEAL OF NOTARY)

Janet T. Bedsworth
Notary Public

And thereafter, on the Fourth day of February, in the year Nineteen Hundred and Fifty-Nine was filed in Court here a Bond, which said Bond is in the words following, to wit:

Alexander G. Jones, Assignee, Ex Parte under power contained in Mortgage from Ernest Dashiell and Mary Jane Dashiell, his wife, to Bank of Somerset, A body corporate	:	No. 7495 Chancery In the Circuit Court for Somerset County, Maryland

. . . . . .

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander G. Jones, of Somerset County and State of Maryland, and the Fidelity and Casualty Company of New York, a body corporate of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty-five hundred dollars ($2500.00), 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 or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of February, in the year nineteen hundred and fifty-nine.

Whereas, by mortgage dated November 15, 1952, recorded among the Land Records of Somerset County in Liber B.L.B. No. 159, folio 94, Ernest Dashiell and Mary Jane Dashiell, his wife, conveyed to the Bank of Somerset certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas, the said Alexander G. Jones, assignee of said mortgage, by virtue of the power and authority contained in said mortgage is authorised, 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 Alexander G. 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 Alexander G. Jones, do and shall, well and faithfully perform the trust reposed in him by said mortgage and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

The mortgage is this case is guaranteed by the Administrator of Veterans Affairs under the Servicemen's Readjustment Act of 1944, as amended; in the event that a sale of the mortgaged property is made to a purchaser other than the mortgagee, the penalty of the bond filed in this case shall be increased in an amount sufficient to cover the amount of the sale.

Alexander G. Jones (SEAL)

The within Bond approved.
Test: Grace J. Barnes, Clerk

The Fidelity and Casualty Company of New York

Witness Janet T. Bedsworth

By Alexander G. Jones (SEAL)
Attorney in Fact

And thereafter, on the Third day of March, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sales, Affidavit, Order Nisi and Final Order, which said Report of Sales, Affidavit, Order Nisi and Final Order are in the words following, to wit:

Alexander G. Jones, Assignee, Ex Parte	:	No. 7495 Chancery
under power contained in Mortgage from	:	In the Circuit Court for
Ernest Dashiell and Mary Jane Dashiell,	:	Somerset County, Maryland
his wife, to the Bank of Somerset, a	:	In Equity
body corporate	:	

. . . . . .

To the Honorable, the Judge of said Court:

The report of sales of Alexander G. Jones, Assignee of a certain mortgage made and executed by Ernest Dashiell and Mary Jane Dashiell, his wife, to the Bank of Somerset, a body corporate, dated November 15, 1952 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 159, folio 94, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in The Marylander and Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 3rd day of March, 1959, at two o'clock P.M., and then and there proceed to sell the property described in said mortgage, to wit:

All that lot or parcel of land situate in St. Peters Election District, Somerset County, Maryland, lying and binding on the east side of the county road known as the St.Peters Creek Road, bounded on the north by the land formerly owned by Emma H. Somers, on the east by the Funke Farm, and on the south by the land of Richard Bedsworth, and containing two acres, more or less, and being the same and all the land which was conveyed unto the said Ernest Dashiell and Mary Jane Dashiell by E. S. Adkins and Company, a body corporate of the State of Delaware, by deed dated November 15, 1952 and recorded among the aforesaid Land Records in Liber B.L.B. No. 158, folio 102, and sold the same to the Bank of Somerset, a body corporate of the State of Maryland, at and for the sum of thirty-three hundred and four dollars ($3304.00), it being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of the assignee.

Respectfully submitted,
Alexander G. Jones, Assignee

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 3rd day of March, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alexander G. Jones, Assignee named in the aforegoing 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.

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

(SEAL OF NOTARY)

Eunice Pilchard
Notary Public

C...

ORDER NISI

Alexander G. Jones, Assignee, Ex Parte	:	No. 7495 Chancery
under power contained in Mortgage from	:	In the Circuit Court
Ernest Dashiell and Mary Jane Dashiell	:	for Somerset County,
His wife, to the Bank of Somerset, a	:	Maryland,
body corporate	:	In Equity

. . . . . : . . . . . .

Ordered by the Circuit Court for Somerset County that the sale of the property mentioned in these proceedings, made and reported by Alexander G. Jones, Assignee of the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 6th day of April, 1959, provided a copy of this order be inserted in some newspaper published in said Somerset County once in each of four successive weeks before the 28th day of March, 1959.

The report states the amount of sales to be $3304.00.

Grace J. Barnes,
Clerk of the Circuit Court

FINAL ORDER

Alexander G. Jones, Assignee, Ex Parte	:	No. 7495 Chancery
under power contained in Mortgage from	:	In the Circuit Court
Ernest Dashiell and Mary Jane Dashiell	:	for Somerset County,
his wife, to Bank of Somerset, a body	:	Maryland,
copporate	:	In Equity

. . . . . : . . . . . .

Ordered by the Circuit Court for Somerset County, in Equity, this 8th day of April, in the year nineteen hundred and fifty-nine, that the sale of the real estate mentioned in these proceedings made and reported by Alexander G. Jones, Assignee of said mortgage, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause, and the assignee is allowed the usual commissions and such proper expense as he shall produce vouchers for to the auditor.

E. McMaster 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: Grace J. Barnes , Clerk

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May Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in May, being the 4th day of the same month, in the year of our Lord One Thousand Nine Hundred and Fifty-Nine.

Were Present, Hon. W. Laird Henry Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

John S. Ballard
1609 W. Second Street
Chester, Pennsylvania

vs.

George W. Ballard
20 N. Ohio Avenue
Atlantic City, New Jersey

Be it remembered that heretofore to wit, on the Ninth day of April, in the year Nineteen Hundred and Fifty-Nine, a certain L. Creston Beauchamp, Attorney of Somerset County, State of Maryland, filed in Circuit Court here a Bill of Partition and Order of Publication, which said Bill of Partition and Order of Publication is in the words following to wit:

John S.Ballard
1609 West Second Street
Chester, Pennsylvania : No. 7505 Chancery

: In the Circuit Court for

vs. : Somerset County, Maryland,

George W. Ballard
20 North Ohio Avenue
Atlantic City, New Jersey : In Equity

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your orator, complaining, says:

1. That John. S. Ballard and George W. Ballard are seized and possessed of certain real estate in Westover Election District, Somerset County, Maryland, containing two and one-quarter acres, more or less, lying and binding on the south side of the state road leading from Westover to Green Hill, adjoining the lands of Mary Sterling Smith and others, which was conveyed to George T. Ballard by the two following deeds: 1, from Thomas J. Dixon and wife, by deed dated November 30, 1894, recorded among the Land Records of said Somerset County in Liber H.F.L. No. 15, folio 549 and 2, from Mollie J. Ford and others by deed dated June 30, 1925, recorded among said Land Records in Liber No. 92, folio 68, and which descended to George W. Ballard, John S. Ballard and William H. Ballard, as the only children and heirs at law of the said George T. Ballard, deceased, the interest of the said William H. Ballard, deceased, having been conveyed to the said George W. Ballard and John S. Ballard by deed dated November 14, 1955, recorded among said Land Records in Liber No. 178, folio 17.

2. 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 divisions of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties entitled thereto according to their respective interests.

To the end therefore:

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

2. That the proceeds of said sale may be distributed among the parties entitled to interests therein, according to their respective interests.

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

May it please your Honor to grant unto your orator the order of publication giving notice to the said George W. Ballard, the adult non-resident defendant of the State 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 as in duty bound, etc.

/s/ L. Creston Beauchamp
Solicitor for Plaintiff

And thereafter, on the ninth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here the Answer of the defendant, George W. Ballard, which said Answer is in the words following, to wit:

John S. Ballard : No. 7505 Chancery

vs. : In the Circuit Court for

George W. Ballard : Somerset County, Maryland

. . . . . .

The answer of George W. Ballard, adult defendant in the above cause, respectfully represents that he neither admits nor denies the matters and facts stated in the bill of complaint herein file, but submits his rights to this Honorable Court.

And as in duty bound, etc.

/s/ George W. Ballard, Defendant

TEST:
/s/ Alice C. Webster

/s/ George W. Ballard

And thereafter, on the thirteenth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Decree which said Decree is in the words following, to wit:

John S. Ballard	:	No. 7505 Chancery
vs.	:	In the Circuit Court for
George W. Ballard	:	Somerset County, Maryland

. . . . . .

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

It is thereupon this 13th day of April, 1959, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be, and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows: He shall first file in the office of the Clerk of the said Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by the said Clerk, in thepenalty of One thousand five hundred dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree of order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty-one days previous notice, inserted in some newspaper printed in said Somerset County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: Cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on the ratification of such sale by this Court, and on the payment of the Whole purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, to his, her or their heirs, theprpperty to him, her or them sold free, clear and discharge of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustee shall bring into this Court the money arising on said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have appeared to discharged this trust.

/s/ E. McMaster Duer, Judge

And thereafter, on the twelfth day of May, in the year Nineteen Hundred and Fifty-nine, was filed in Court here a Bond, which said Bond is in the words following, to wit:

LIBER 8 PAGE 167

No. 7505 Chancery

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of May, 1959.

WHEREAS, by a decree of the Circuit Court for Somerset County, Maryland, bearing date the 9th day of April, 1959, and passed in a cause in said Court pending wherein John S. Ballard is the plaintiff and George W. Ballard is the defendant, the same being No. 7505 on the Chancery Docket of said Court, the above named L. Creston Beauchamp is about to enter upon the execution of said Trust;

NOW THE CONDITION of the above obligation is such that, if the above bounden L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

/s/ L. Creston Beauchamp, Principal

MARYLAND CASUALTY COMPANY (SEAL)
BY
/s/ L. C. Beauchamp
Attorney in Fact

Witness:
/s/Alice C. Webster

The within Bond approved.
Test: /s/ Grace J. Barnes, Clerk

Filed for Record May 12, 1959, and recorded in Liber B.L.B. No. 8, Folio 167.
Test:/s/ Grace J. Barnes, Clerk

And thereafter, on the thirteenth day of May, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sale, Distribution, Affidavit and Order Nisi, which said Report of Sale, Distribution, Affidavit and Order Nisi are in the words following, to wit:

John S. Ballard	:	No. 7505 Chancery
vs.	:	In the Circuit Court for
George W. Ballard	:	Somerset County, Maryland

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, Trustee, in the above entitled cause, appointed by a decree of this Court dated April 9, 1959, to make sale of the real estate mentioned, reppectfully shows:

That by virtue of the power and authority contained in said decree 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 decree, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald, a weekly newspaper published in said county and by handbill posted at the Court House door in said county, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Maryland, Tuesday, May 12, 1959, at the hour of 2:00 o'clock P.M. and then and there proceeded to sell at public auction the following described property mentioned in said decree, namely:

He offered all that lot or parcel of land situate, lying and being in Westover Election District, Somerset County, Maryland, lying and binding on the south side of the State Road leading from Westover to Green Hill, bounded on the east by the land of Mary Sterling Smith, on the south by the land of Fred Haislip and on the west by the land of Milton Matthews; and containing two and one-fourth (2¼) acres of land, more or less; the land hereby conveyed being the same and all the land which was conveyed unto George T. Ballard by the two following deeds: (1). deed from Thomas J. Dixon and wife, dated November 30, 1894, recorded among the Land Records of said Somerset County in Liber H.F.L. No. 15, folio 549; and, (2). deed from Mollie J. Ford and others, dated June 30, 1925, recorded among ~~the~~ said Land Records in Liber No. 92, folio 68, and which descended to George W. Ballard, John S. Ballard and William H. Ballard, as the only children and heirs at law of the said George T. Ballard, deceased, the interest of the said William H. Ballard, deceased, having been conveyed to the said George W. Ballard and John S. Ballard by deed dated November 14, 1955, recorded among said Land Records in Liber No. 178, folio 17, and sold the same to John S. Ballard, at and for the sum of Five Hundred Dollars ($500.00), he being the highest bidder therefor, which has been fully paid to the satisfaction of the trustee.

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

Whole amount of sale		$500.00
Clerk of Court costs	$ 33.25	
Printing costs	49.39	

Taxes	$ 11.13	
Appearance fee	25.00	
Auctioneer	10.00	
Bond premium	12.00	
Commission	45.00	$185.77
		$314.23
One-half (½) to John S. Ballard	$157.11	
One-half (½) to George W. Ballard	157.12	$314.23

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

All of which is respectfully submitted.

/s/ L. Creston Beauchamp, Trustee

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I hereby certify that on this 12th day of May, 1959, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, Trustee mentioned in the aforegoing 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 was fairly made.

/s/ Grace J. Barnes
Clerk of the Court

John S. Ballard : No. 7505 Chancery

vs. : In the Circuit Court for

George W. Ballard : Somerset County, Maryland

. . . . . .

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 12th day of May, 1959, that the report of L. Creston Beauchamp, Trustee mentioned in the aforegoin report of sale, and the sale of real estate by him reported and the distribution of the proceeds of said sale by him made be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 15th day of June, 1959; provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 8th day of June, 1959.

The report states the amount of sale to be Five Hundred Dollars ($500.00).

/s/ Grace J. Barnes,
Clerk of the Court

And thereafter, on the eighteenth day of June, in the year Nineteen Hundred and Fifty-nine, was filed in Court here a Final Order of Sale and Ratification, which said Final Order is in the words following, to wit:

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 18th day of June, 1959, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds by him made be and the same are hereby finally ratified and confirmed.

/s/ E. McMaster 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: Grace J. Barnes, Clerk

****

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in July, being the sixth day of the same month, in the year of our Lord One Thousand Nine Hundred and Fifty-Nine.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Grace J. Barnes, Clerk

Isaac H. Dorsey, Sheriff and

Ava Nelson, Vienna, Md.
Elmer Nelson, Crisfield, Md.
John William Nelson, Ocean City, Md.
Mary Beauchamp, Crisfield, Md.
Marian Nelson, Crisfield, Md.
Iantha Nelson Thornton, Crisfield, Md.
Anna Nelson King, Sandstone, Virginia
Jean Nelson Thomas, Crisfield, Md.
Beatrice Lawson McCready, Crisfield, Md.
Mary Lawson Crockett, Crisfield, Md.
Ralph Lawson, Baltimore, Maryland
Walter Neal, Jr., Baltimore, Md.
Lottie Nelson, Crisfield, Md.
Alma Riggin Ward, Crisfield, Md.
John Riggin, Crisfield, Md.
Ruth Riggin Hanes, San Antonio, Texas

vs.

Marjorie Riggin, address unknown
Richard Riggin, address unknown
"Buster" Riggin, address unknown
Katherine Riggin, address unknown
Unknown heirs of Walter N. Riggin,
address unknown

Be it remembered that heretofore, to wit, on the Fifth day of February, in the year Nineteen Hundred and Fifty-Nine, a certain Wade D. Ward, Attorney of Somerset County and State of Maryland, for and on behalf of Ava Nelson, et al, exhibited and filed in the Circuit Court here, a Bill of Complaint and Exhibit "A", which said Bill of Complaint and Exhibit "A" are in the words following, to wit:

Ava Nelson, Vienna, Md. Elmer Nelson, Crisfield, Md. John William Nelson, Ocean City, Md. Mary Beauchamp, Crisfield, Md. Marian Nelson, Crisfield, Md. Iantha Nelson Thornton, Crisfield, Md. Anna Nelson King, Sandstone, Virginia Jean Nelson Thomas, Crisfield, Md. Beatrice Lawson McCready, Crisfield, Md. Mary Lawson Crockett, Crisfield, Md. Ralph Lawson, Baltimore, Md. Lottie Nelson, Crisfield, Md. Alma Riggin Ward, Crisfield, Md. John Riggin, Crisfield, Md. Ruth Riggin Hanes, San Antonio, Texas	:	No. 7496 Chancery In the Circuit Court for Somerset County, Maryland In Equity
vs.	:	
Marjorie Riggin, address unknown Richard Riggin, address unknown "Buster" Riggin, address unknown Katherine Riggin, address unknown Unknown heirs of Walter N. Riggin, address unknown	:	

To the Honorable, the Judges of said Court:

I. That the plaintiffs and the defendants are seized in fee simple, as tenants in common of all that land situate in the City of Crisfield, Somerset County, State of Maryland, which is located on the East side of Somerset Avenue in the said City of Crisfield. The said premises were conveyed to James L. Nelson from Mazie J. Tyler, by deed dated June 11, 1936, and recorded in Liber J.M.T. No. 110 at folio 510, one of the Land Records of Somerset County, Maryland.

II. That the said James L. Nelson died on December 19, 1957, intestate, leaving him surviving the following next of kin and heirs at law:

A. Ava Nelson, widow, who resides in Vienna, Maryland,

B. Elmer Nelson, brother, who resides in Crisfield, Maryland.

C. John William Nelson, brother, who resides in Ocean City, Maryland.

D. Mary Beauchamp, sister, who resides in Crisfield, Maryland.

E. Ralph Nelson, deceased, brother, who left him surviving the following heirs:

a. Marian Nelson, widow, Crisfield, Maryland.

b. Martha Nelson Thornton, daughter, who has intermarried with Milford Thornton, and resides in Crisfield, Maryland.

c. Anna Nelson King, daughter, who has intermarried with Coleman King, and resides in Sandstone, Virginia.

d. Jean Nelson Thomas, daughter, who has intermarried with Lewis Thomas, and resides in Crisfield, Maryland.

F. Maggie Lawson, deceased, sister, who left her surviving the following heirs:

a. Beatrice Lawson McCready, daughter, who has intermarried with Oris McCready and resides in Crisfield, Maryland.

b. Mary Lawson Crockett, daughter, who has intermarried with Asa Crockett, and resides in Crisfield, Maryland.

c. Ralph Lawson, son, who lives in Baltimore, Maryland.

G. Hattie Neal, deceased, sister, who left her surviving the following heirs:

a. Walter Neal, Jr., son, who resides in Baltimore, Maryland.

H. Len Nelson, brother, deceased, who left him surviving his widow, Lottie Nelson, who resides in Crisfield, Maryland.

I. Minerva Riggin, sister, who died intestate, who left her surviving the following heirs:

a. Alma Riggin Ward, daughter, who has intermarried with Lewis Ward, and resides in Crisfield, Maryland.

b. John Riggin, son, who has intermarried with Mary Ann Riggin, and resides in Crisfield, Maryland.

c. Ruth Riggin Hanes, daughter, who has intermarried with Marvin Hanes, and lives in San Antonio, Texas.

d. Walter N. Riggin, son deceased, who left him surviving the following heirs at law:

1. Katherine Riggin, widow, address unknown.

2. Marjorie Riggin, daughter, address unknown.

3. Richard Riggin, son, address unknown.

4. "Buster" Riggin, son, whose proper name is unknown, but is known as "Buster" Riggin, and whose address is unknown.

5. Unknown heirs of Walter N. Riggin.

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

To the end therefore:

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

2. That the proceeds of said sale may be distributed between the parties according to their respective rights and interests.

3. That your Petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your Plaintiffs an Order of Publication, giving notice to the following: Marjorie Riggin, address unknown; Richard Riggin, address unknown; "Buster" Riggin, address unknown; and Katherine Riggin, address unknown, and the unknown heirs

of Walter N. Riggin, address unknown, of the object and substance of this bill warning them to appear in this Co rt in person or by solicitor on or before a certain day to be named therein to show cause if any they may have why a decree ought not to be passed as prayed.

And as in duty bound, etc.

/s/ Wade D. Ward
Solicitor for Plaintiffs
Office and P.O. Address
Crisfield, Maryland

EXHIBIT "A"

DEED

James L. Nelson

from

Mazie J. Tyler (widow)

_____

THIS DEED, Made this eleventh day of June, in the year one thousand nine hundred and thirty-six, by and between Mazie J. Tyler, widow of Edgar R. F. Tyler, of Somerset County, in the State of Maryland, of the first part, and James L. Nelson, of County and State aforesaid of the second part, witnesseth, that in consideration of the sum of of Thirty-five Hundred Dollars, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the said Mazie J. Tyler, does grant and convey unto the said James L. Nelson his heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in City of Crisfield, Somerset County, in the State of Maryland, aforesaid, and described as follows, that is to say: Beginning for the same, at a post set up on the east side of North Somerset Avenue fifty (50) feet north of the north-west corner of a lot of land belonging to or formerly owned by Walter L. Gibson, thence north by and with the east side of said North Somerset Avenue a distance of sixty-three (63) feet and eleven (11) inches, to the land of Florence Hodge, thence east by and with the land of the said Florence Hodge, a distance of two hundred (200)feet, to the land of John S. Sterling; thence south by and with the land of the said John S. Sterling and the land of the heirs of L. E. P. Dennis, deceased, a distance of thirty-nine (39) feet, to the land of Edwin E. Moore a distance of two hundred feet (200), to the place of beinnning, the same being all the real estate and premises granted and conveyed to Edgar R. F. Tyler and Mazie J. Tyler, his wife, as tenants by the entireties, by deed from Edwin E. Moore and Georgia E. Moore, his wife, bearing date the 22nd day of June, Nineteen hundred and twenty-seven, and recorded among the Land Records of Somerset County, Maryland, in Liber G.W.L. No. 94, folio 339 etc., the said Edgar R. F. Tyler being deceased, to which said deed and records special reference is here made for a more accurate description of the land and premises hereby granted and 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 anywise appertaining.

To have and to hold the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appert ining unto and to the proper use and benefit of the said James L. Nelson, his heirs and assigns, in fee simple.

And the said party of the first part hereby covenants that she has not done of suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that she will warrant specially the property granted, and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

Test: Benson W. Sterling. $3.50 Revenue Stamp — Mazie J. Tyler (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 11th day of June, in the year one thousand nine hundred and thirty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and

for Somerset County aforesaid, personally appeared Mazie J. Tyler the above named grantor, and she acknowledged the foregoing Deed to be her act and deed.

As witness my hand and Notarial Seal.

SEAL OF NOTARY

Benson W. Sterling
Notary Public.

Received for record June 16th, 1936, and recorded in Liber J.M.T. No. 110, folio 510, one of the Land Records of Somerset County.

Exd., Ext. & delivered to John B. Robins 3/23/37.

Per: J. Millard Tawes, Clerk

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STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a Deed from Mazie J. Tyler to James L. Nelson as recorded in Liber J.M.T. No. 110, folio 510, et seq., one of the Land Records of Somerset County, Maryland.

(SEAL OF COURT) IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this Seventeenth day of July, in the year Nineteen Hundred and Fiftyeight.

/s/ Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland

And thereafter, on the Fifth day of Febrwary, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Order Of Publication, which said Order of Publication is in the words following, towit:

Ava Nelson, et al	:	No. 7496 Chancery
vs.	:	In the Circuit Court for
Marjorie Riggin, et al	:	Somerset County, Maryland

. . . . . : . . . .

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree for the sale of a certain lot of land in the City of Crisfield, Somerset County, State of Maryland, formerly owned by James L. Nelson, located on the East side of Somerset Avenue in the said City of Crisfield; and conveyed to him by deed duly recorded in Liber JMT No. 110 folio 510, one of the Land Records of Somerset County, Maryland.

The Bill alleges:

1. That the said James L. Nelson at the time of his death was seized and possessed, in fee simple, of the above described property, and leaving him surviving the following next of kin and heirs at law:

A. Ava Nelson, widow
B. Elmer Nelson, brother
C. John William Nelson, brother
D. Mary Beauchamp, sister
E. Ralph Nelson, brother, deceased, who left him surviving the following heirs:
   (a.) Marian Nelson
   (b.) Iantha Nelson Thornton
   (c.) Anna Nelson King
   (d.) Jean Nelson Thomas
F. Maggie Lawson, sister, deceased, who left her surviving the following heirs:
   (a.) Beatrice Lawson McCready
   (b.) Mary Lawson Crockett
   (c.) Ralph Lawson
G. Hattie Neal, sister, deceased, who left her surviving the following heirs:
   (a.) Walter Neal, Jr
H. Len Nelson, brother, deceased, who left him surviving the following heirs:
   (a.) Lottie Nelson, widow
I. Minerva Riggin, sister, who died intestate, who left her surviving the following heirs:
   (a.) Alma Riggin Ward
   (b.) John Riggin
   (c.) Ruth Riggin Hanes
   (d.) Walter N. Riggin, son, deceased, who left him surviving the following heirs:
      1. Katherine Riggin, widow
      2. Marjorie Riggin, daughter
      3. Richard Riggin, son
      4. "Buster" Riggin, son
      5. Unknown heirs of Walter N. Riggin

2. That the said real estate is not susceptible of partition without material loss or injury to the parties entitled to the interests therein as stated, and that in order to make a

division of said interests it will be necessary that the said real estate be sold, and the proceeds thereof be divided among the parties according to their several interests.

To the end therefore.

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

2. That the proceeds of said sale may be distributed between the parties according to their respective rights and interests.

3. That your Petitioners may have such other and further relief as their case may require.

It is thereupon this 5th day of February, 1959, ordered by the Circuit Court for Somerset County, Maryland, in Equity, 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 2nd day of March, 1959, give notice to the following: Marjorie Riggin, address unknown; Richard Riggin, address unknown; "Buster" Riggin, who is the son of Walter N. Riggin, and whose proper name is unknown and address unknown; Katherine Riggin, address unknown, and the unknown heirs of Walter N. Riggin, address unknown, of the object and substance of this bill warning them to appear in this Court in person or by solicitor on or before the 17th day of March, 1959, to show cause, if any they have, why a decree ought not to be passed as prayed.

/s/ Grace J. Barnes,
Clerk of the Circuit Court for
Somerset County, Maryland

And thereafter, on the Nineteenth day of March, in the year Nineteen Hundred and Fifty-Nine was filed in Court here an Order and Decree, which said Order and Decree are in the words following, to wit:

Ava Nelson, et al : No. 7496 Chancery

vs. : In the Circuit Court for

Marjorie Riggin, et al : Somerset County, Maryland

. . . . . : . . . . . .

To the Honorable, the Judges of said Court:-

The petition of the plaintiffs herein, respectfully shows:

That the Order of Publication herein has been duly published in the Crisfield Times, a weekly newspaper printed and published at Crisfield, Somerset County, Maryland, as prescribed by said order, and the defendants, Marjorie Riggin, Richard Riggin, "Buster" Riggin and Katherine Riggin, and the unknown heirs of Walter N. Riggin, having failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against them.

The plaintiffs therefore pray that the Bill of Complaint in this cause may be taken pro confesso against the said defendants, Marjorie Riggin, Richard Riggin, "Buster" Riggin, Katherine Riggin, and the unknown heirs of Walter N. Riggin, and that the plaintiffs have leave to take testimony before one of the standing examiners of this Court.

/s/ Wade D. Ward
Solicitor for Plaintiffs

ORDER

It appearing from the proceedings in this cause that an Order of Publication heretofore issued therein has been duly published in the Crisfield Times, a weekly newspaper printed and published at Crisfield, Somerset County, Maryland, as prescribed by said order, and the defendants, Marjorie Riggin, Richard Riggin, "Buster" Riggin, Katherine Riggin, and the unknown heirs of Walter N. Riggin, have failed to appear to or answer the Bill of Complaint within the time prescribed by the rules of this Court.

It is thereupon this 19th day of March, in the year nineteen hundred and fifty-nine, 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 the said defendants, Marjorie Riggin, Richard Riggin, "Buster" Riggin, Katherine Riggin, and the unknown heirs of Walter N. Riggin.

And it is further ordered that the plaintiffs have leave to take testimony before one of the standing examiners of this Court.

/s/ E. McMaster Duer, Judge

And thereafter, on the Twenty-third day of March, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, the Testimony, which said Testimony is in the words following, to wit;

Ava Nelson, et al : No. 7496 Chancery

vs. : In the Circuit Court for

Marjorie Riggin, et al : Somerset County, Maryland

. . . . . .

In this cause an order having been passed for testimony to be taken to support the allegations of the Bill, I, Benson W. Sterling, 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 21st day of March, 1959, in Somerset County, aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. WADE D. WARD:

Elmer Nelson, a witness of lawful age, being one of the plaintiffs herein, being duly sworn, deposes and says:-

Q. Please state your name, residence and occupation.
A. My name is Elmer Nelson. I reside in Crisfield, Maryland. I am retired.

Q. Are you Elmer Nelson who is one of the plaintiffs in this action?
A. I am.

Q. I offer the Bill of Complaint and all the exhibits annexed thereto, that being a certified copy of a deed to James Nelson, recorded in Liber No. folio. Are the plaintiffs and defendants named in this action all the heirs of James Nelson, who was the grantee of the premises described in the above mentioned deed.
A. Yes, sir, to the best of my knowledge, they are.

Q. Will you please describe this property?
A. It is the house and lot located on Somerset Avenue and the building is a two story building.

Q. Who occupies the residence at the present time?
A. No one.

Q. Can this property be divided between the heirs?
A. No. I can not see how it would be possible to divide one building.

Q. Do you believe that in order to make a division of your respective interests it will be necessary that the real estate be sold and the proceeds divided between you?
A. Yes, that is the only way it can be done.

COURTS QUESTION:
A. No. Sir.

/s/ Elmer Nelson

/s/ Benson W. Sterling

Norman Mason, a witness of lawful age, produced on the part of the plaintiff, being duly sworn, deposes and says;-

Q. Please state your name, residence and occupation.
A. Norman C. Mason, I reside on Broadway, Crisfield, Maryland. I am in the coal and concrete business.

Q. Are you familiar with the value of the land in the vicinity of the premises described by the previous witness?
A. Yes, I am.

Q. Have you made appraisals heretofore of such property?
A. I have.

Q. At my request did you make an appraisal of the premises mentioned above?
A. Yes, I did.

Q. What is the fair market value of the premises in your opinion?
A. I would say approximately Fifty Five Hundred Dollars ($5500.00). The house is in fair condition and is located on Somerset Avenue.

COURT'S QUESTION:
A. No, sir.

/s/ Norman C. Mason

/s/ Benson W. Sterling

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

Bill of Costs:
Examiner $10.00

Witness my hand and seal.

/s/ Benson W. Sterling (SEAL)
Examiner in Chancery

And thereafter, on the Eighth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here and Order of Court, which said Order is in the words following, to wit:

Ava Nelson, et al	:	No. 7496 Chancery
vs.	:	In the Circuit Court for
Marjorie Riggin, et al	:	Somerset County, Maryland

. . . . . :. . . . . .

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

It is thereupon, this 8th day of April, nineteen hundred and fifty-nine, by the Circuit Court for Somerset County, in Equity, adjudged, ordered, and decreed, that the real estate mentioned in the proceedings, be sold.

That Wade D. Ward be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings shall be as follows:

The said Trustee shall first file in the office of the Clerk of the Circuit Court for Somerset County, in Equity, a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by the said Clerk in the penalty of Six Thousand Dollars ($6,000.00), corporate surety or sureties, 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 some newspaper printed and published in said Somerset County and such further notice as they may think proper of the time, place, manner and terms of sale, which term shall be as follows:

One-third in cash on the day of sale and the balance of the purchase money to be paid within thirty days from the day of sale, the deferred payment to bear interest 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 with a surety or sureties to be approved by the said Trustees, or all cash at the option of the purchaser.

And as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court, a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale or sales annexed and on the ratification of such sale or sales by this Court and on the payment of the whole purchase money, the said Trustee shall by a good and sufficient deed to be executed and acknowledged by law, convey to the purchaser or purchasers of said property and to his, her or their heirs and assigns, the property to him, her or them sold free, clear and discharged of all the 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 to this Court, the money arising from such sale or sales and the bond which may be taken for the same to be disposed of under the direction fo this Court, after deducting therefrom the cost of this suit and such commissions of the said Trustee as the Court may think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their Trust.

/s/ H. McMaster Duer

And thereafter, on the Thirtieth day of April, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Bond, which said Bond is in the words following, to wit:

Liber 8 Page 146

IN THE CIRCUIT COURT OF Somerset County
STATE OF MARYLAND

Ava Nelson, et al	:	No. 7496 Chancery
versus	:	BOND OF TRUSTEE TO SELL
Marjorie Riggin, et al	:	

. . . . . .

KNOW ALL MEN BY THESE PRESENTS: That we,

Wade D. Ward as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventy Five Hundred Dollars ($7500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 24th day of April, 19 in the year of our Lord one thousand, nine hundred and fifty nine

WHEREAS THE ABOVE BOUNDEN Wade D. Ward by virtue of a decree of the Honorable the Judge of the Circuit Court of Somerset County has been appointed trustee to sell the premises mentioned in the proceedings in the case of Ava Nelson et al versus Marjorie Riggin et al now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Wade D. Ward 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.

/s/ Wade D. Ward (CORPORATE SEAL)

/s/ Elizabeth Woolston

UNITED STATES FIDELITY AND GUARANTY COMPANY
By /s/ Charles M. Woolston, Jr.

The within Bond approved.
/s/ Grace J. Barnes, Clerk

Filed for Record April 30, 1959, and recorded in Liber B.L.B. No. 8, Folio 146.
Test: /s/ Grace J. Barnes, Clerk.

And thereafter, on the Fourth day of May in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sale and Order Nisi, which said Report of Sale and Order Nisi are in the words following, to wit:

Ava Nelson, et al	:	No. 7496 Chancery
vs.	:	In the Circuit Court for
Marjorie Riggin, et al	:	Somerset County, Maryland

. . . . . : . . . . .

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Wade D. Ward, Trustee, appointed by this Court by order herein dated April 8th, 1959, 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 reposed in him by said order, and having given at least three weeks notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper published in the City of Crisfield, Somerset County, Maryland, for three successive weeks before the day of the sale, he did pursuant to said notice attend at the property of the hereinafter described location, being located on Somerset Avenue, Crisfield, Maryland, on the 2nd day of May, 1959, at two o'clock in the afternoon of said day, and then and there proceeded to sell the property described in the Bill of Complaint, to wit:

All that lot or parcel of land situate, lying and being in Crisfield Election District, Somerset County, State of Maryland, and being located on the East side of North Somerset Avenue, fifty (50) feet north of the northwest corner of the lot of land belonging to or formerly owned by Walter L. Gibson; thence north by and with the east side of the said North Somerset Avenue, a distance of sixty-three (63) feet and eleven (11) inches, to the land owned or formerly owned by Florence Hodge; thence East by and with the land of the said Florence Hodge, a distance of two hundred (200) feet to the land owned or formerly owned by John S. Sterling; thence south

by and with the land of said John S. Sterling and the land of the heirs of L.E.P. Dennis, a distance of thirty-nine (39) feet to the land formerly owned by Edwin E. Moore and now owned by Ward Handy; thence west by and with the land of said Ward Handy, a distance of two hundred (20) feet to the place of beginning; and being the same and all that real estate conveyed to James L. Nelson from Mazie J. Tyler, by deed dated June 11, 1936, and recorded in Liber J.M.T. No. 110, at folio 510, one of the Land Records of Somerset County, Maryland.

And sold the same to Ava Nelson for seventy one hundred dollars ($7100.00). She being then and there the highest bidder therefore and the purchaser has complied with the terms of sale.

Respectfully submitted,
/s/ Wade D. Ward, Trustee

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 4th day of May, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Wade D. Ward, Trustee named in the foregoing report of sale, and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief and that the sale therein mentioned and reported was fairly made.

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

(SEAL OF NOTARY)

/s/ June Wharton
Notary Public

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to contrary thereof be shown on or before the 3 day of June 1959, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 25th day of May, 1959.

The report states the amount of sale to be seventy-one hundred dollars ($7100.00)

/s/ Grace J. Barnes, Clerk

And thereafter, on the Eighth day of June, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Final Order, which said Final Order is in the words following, to wit:

Ava Nelson, et al	:	No. 7496 Chancery
vs.	:	In the Circuit Court for
Marjorie Riggin, et al	:	Somerset County, Maryland

FINAL ORDER

Ordered by this Court this 8th day of June, 1959, that the sale made and reported by the trustee herein be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

/s/ E. McMaster 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: Grace J. Barnes, Clerk

##########

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in September, being the seventh day of the same month, in the year of our Lord One Thousand Nine Hundred and Fifty-Nine.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge

Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Harry T. Phoebus, Jr., Ex Parte) Be it remembered that heretofore to wit, on the Twenty-Sixth
as Assignee of mortgage from) day of June, in the year Nineteen Hundred and Fifty-Seven,
Effie M. Weatherly and Joseph) a certain Harry T. Phoebus, Jr., Attorney of Somerset County
Weatherly) and State of Maryland, exhibited and filed in the Circuit
_____) Court here an Order to Docket Suit and an original of a

certain Mortgage, with its Assignments, which said Order and Original Mortgage and Assignments are in the words following, to wit:

Harry T. Phoebus, Jr., Ex Parte, Assignee : No. 7323 Chancery
of Mortgage from Effie M.Weatherly and : In the Circuit Court for
Joseph Weatherly to C. Foster Matthews : Somerset County, Maryland

. . . . . : . . . . . .

Mr. Clerk:
Please file the attached mortgage and docket suit in the above-entitled cause, and Oblige.
/s/ Harry T. Phoebus, Jr., Assignee

THIS MORTGAGE, Made this 7th day of August, in the year nineteen hundred and fifty, by Effie M.Weatherly and Joseph Weatherly, her husband, both of Somerset County and State of Maryland, Witnesseth:

Whereas, the said Effie M. Weatherly and Joseph Weatherly, her husband, are indebted unto C. Foster Matthews, of said County and State, in the full and just sum of seven thousand dollars ($7,000.00), balance of the purchase money for the real estate hereinafter conveyed, which said indebtedness is evidenced by the bill obligatory of the said Effie M. Weatherly and Joseph Weatherly for said sum, dated evenly herewith, payable to the order of the said C. Foster Matthews in seventy payments of one hundred dollars ($100.00) each, the first of which said payments shall become due and payable on the 14th day of September, 1950, and the next nine payments shall become due on each succeeding Monday through the 16th day of October, 1950, the eleventh installment shall be due on the 16th day of November, 1950, and the remaining fifty-nine installments on even date of each succeeding month thereafter until fully paid, together with interest at the rate of six per cent per annum on all unpaid balances payable semi-annually; and whereas for the purpose of further securing the payment of which said sum and interest, this mortgage is executed.

Now, therefor, this mortgage witnesseth: That for and in consideration of the premises and the sum of one dollar, the said Effie M. Weatherly and Joseph Weatherly, her husband, hereby grant and convey unto the said C.Foster Matthews, his heirs and assigns, all that lot or parcel of land situate in West Princess Anne Election District, Somerset County, Maryland, on the west side of and bordering on the state road leading from Princess Anne to Kings Creek, beginning for the same at the most southeasterly corner of the land of William P. Testerman and Esther Testerman at an iron bar; thence running North 84° 35' West 225 feet to the easterly side of a fourteen-foot lane leading to the Francis M. Dilley residence; thence North 22° 50' East by and with the easterly side of the said Dilley lane, approximately 85 feet to an iron stob; thence South 84° 35' East, approximately 220 feet to an iron stob set on the westerly

side of the aforesaid stone road; thence South 5° 25' West 85 feet to the place of beginning, being the same and all the land which was conveyed unto Daniel M. Smith and Lorraine Smith by William P. Testerman and Esther Testerman by deed dated May 8, 1947 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 139, folio 300, and being also the same and all the land which was conveyed unto the said Effie M. Weatherly by the said Daniel M. Smith and Lorraine Smith by deed dated evenly herewith and intended to be recorded among the aforesaid Land Records.

To which said deeds and all the references in them contained, special reference is here made for a more complete and accurate description of the land and premises hereby mortgage.

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

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

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Effie M. Weatherly and Joseph Weatherly, her husband, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee 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 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 Mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors covenant to pay the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorneys 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event

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

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least seven 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 improvedments 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 keepinsured 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: /s/ Eunice Dashiell — /s/ Effie M. Weatherly (SEAL)

/s/ Joseph Weatherly (SEAL)

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY, That on this 7th day of August in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Effie M. Weatherly and Joseph Weatherly, her husband, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me C. Foster Matthews and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set orth.

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

(SEAL OF NOTARY) /s/ Eunice Dashiell
Notary Public

ASSIGNMENT

For value received and without recourse, I hereby assign the within mortgage to Allen F. MAtthews, the balance due under t is mortgage is fifty-two hundred fifty-dollars ($5250.00).

As witness my hand and seal, this 21st day of February, 1952.

Witness: /s/ E. McMaster Duer — /s/ C. Foster Matthews (SEAL)

Filed for record Feb. 21, 1952, and recorded in Liber B.L.B.No.150, folio 381. Test:/s/ Benjamin L. Barnes, Clerk

ASSIGNMENT

For value received, and without recourse, we, Allen Foster Matthews, Assignee, and Edgar A. Jones, Attorney named in the aforegoing mortgage, hereby assign the within mortgage to Mitchell Bonneville. The principal balance due on said mortgage is $5250.00 with interest from August 20, 1953.

As witness our hands and seals this 1st day of February, 1954.

Witness: /s/ Eunice Dashiell — /s/ Allen Foster Matthews, Assignee (SEAL)

/s/ Edgar A. Jones, Attorney named in Mortgage (SEAL)

Filed for Record Feb. 4, 1954, and recorded in Liber B.L.B.No.150, folio 380.
Test: /s/ Benjamin L. Barnes, Clerk

ASSIGNMENT

I, Mitchell Bonneville, Assignee, hereby assign the within mortgage to Harry T. Phoebus, Jr., for the purpose of collection and foreclosure.

As Witness my hand and seal this 20th day of June, 1957.

/s/ Mitchell Bonneville (SEAL)

Filed for Record June 26, 1957, and recorded in Liber B.L. B. No. 150, Folio 381.
Test; /s/ Benjamin L. Barnes, Clerk

And thereafter, on the Nineteenth day of July, in the year NineteenHundred and Fifty-Seven, was filed in Court here a Statement of Mortgage Claim and a Bond, which said Statement and Bond are in the following words, to wit:

Harry T. Phoebus, Jr., Ex Parte	:	No. 7323 Chancery
as Assignee of Mortgage from Effie	:	In The Circuit Court for
M. Weatherly and Joseph Weatherly	:	Somerset County, Maryland

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Harry T. Phoebus, Jr., Assignee, under the mortgage from Effie M. Weatherly and Joseph Weatherly, her husband, dated August 8, 1950, and recorded among the Land Records of Somerset County in Liber B.L.B. No. 150, folio 380, which mortgage was assigned to the said Harry T. Phoebus, Jr., for purpose of collection and foreclosure.

Original amount of mortgage	$ 5,250.00
Interest	1,365.00
Insurance paid	150.03
Balance due on account of indebtedness	$ 6,765.03

/s/ Harry T. Phoebus, Jr., Assignee

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 19th day of July, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personall appeared Harry T. Phoebus, Jr., and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

/s/ Janet Riggin (seal of notary)
Notary Public

Harry T. Phoebus, Jr., Ex Parte	:	No. 7323 Chancery
as Assignee of mortgage from Effie M.	:	In the Circuit Court for
Weatherly and Joseph Weatherly	:	Somerset County, Maryland

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Harry T. Phoebus, Jr., and of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Dollars ($8,000) to be paid to the said State or its said Attorney, to which payment well and truly to be made and one, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severely, firmly by these presents; sealed with our seals and dated this 19th day of July, 1957.

Whereas the above bounden Harry T. Phoebus, Jr., by virtue of the power contained in a mortgage from Effie M. Weatherly and Joseph Weatherly, her husband, dated August 8, 1950 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 150, folio 380 and assigned to the said Harry T. Phoebus, Jr. for purpose of collection and foreclosure, is about to sell the land and premises described in the said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now, the conditions of this Obligation is such, that if the above bounded Harry T. Phoebus, Jr. does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or proceeds thereof, the above Obligation to be void, otherwise to be and remain in full force and virtue in law.

AS WITNESS our hands and seals this 19th day of July, 1957.

WITNESS:
/s/ Janet Riggin

/s/ Harry T. Phoebus, Jr. (SEAL)
/s/ Mitchell Bonneville (SEAL)

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 19th day of July, in the year 1957, before me, the subscriber a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harry T. Phoebus, Jr., and and each acknowledged the foregoing to be their act and deed and signed same in my presence.

AS WITNESS my hand and Notarial Seal.

/s/ Janet Riggin (SEAL OF)
Notary Public (NOTARY)

The within Bond approved.
Benjamin L. Barnes, Clerk.

Received for Record July 19, 1957, and recorded in Liber B.L.B. No. 8, Folio 32, one of the Land Records of Somerset County.

Per: /s/ Benjamin L. Barnes, Clerk

And thereafter, on the Twenty-Fourth day of July, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here a Report of Sale and Order Nisi, which said Report of Sale and Order Nisi are in the words following, to wit:

Harry T. Phoebus, Jr., Assignee,	:	No. 7323 Chancery
Ex Parte under power contained in	:	In the Circuit Court for
Mortgage from Effie M. Weatherly	:	Somerset County, Maryland
and Joseph Weatherly	:	In Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Harry T. Phoebus, Jr., Assignee of a certain mortgage made and executed by Effie M. Weatherly and Jospeh Weatherly, her husband, to C. Foster Mat hews, dated August 8, 1950, and recorded among the Land Records of Somerset County in Liber B.L.B. No. 150, folio 380, and which said mortgage was assigned to Allen Foster Matthews by Assignment dated February 21, 1952 and was assigned to Mitchell Bonneville by Assignment dated February 1, 1954 and was assigned to the said Harry T. Phoebus, Jr. by Assignment dated June 20, 1957 for the purpose of collection and forechosure, under and by virtue of a Power of Sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in Somerset County, once a week for four successive weeks before the day of sale, he did pursuant to said notice, attend at the premises on the 20th day of July, 1957, at two o'clock p.m., and then and there proceed to sell the property described in said mortgage, to wit:

ALL that lot or parcel of land situate in West Princess Anne Election District, Somerset County, Maryland, on the West side of and bordering on the state road leading from Princess Anne to Kings Creek, beginning for the same at the most Southeasterly corner of the land of William P. Testerman and Esther Testerman at an iron bar; thence running North 84 degrees 35 minutes West 225 feet to the Easterly side of a fourteen-foot lane leading to the Francis M. Dilley residence; thence North 22 degrees 50 minutes East by and with the Easterly side of the said Dilley lane, approximately 85 feet to an iron stob set on the Westerly side of the aforesaid stone road; thence South 5 degrees 25 minutes West 85 feetto the place of beginning, being the same and all the land which was conveyed unto Daniel M. Smith and Lorraine Smith by William P. Testerman and Esther Testerman by deed dated May 8, 1947 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 139, folio 366, and being also the same and all the land which was conveyed unto the said Effie M. Weatherly by the said Daniel M. Smith

and Lorraine Smith by deed dated August 7, 1950 and recorded among the Land Records of Somerset County.

To which said deeds and all the references in them contained, special reference is here made for a more complete and accumate description of the land and premises, the sale of which is reported herein.

And he then sold the same to Mitchell Bonneville at and for the sum of SEVEN THOUSAND TWO HUNDRED DOLLARS ($7,200), he being then and there the highest bidder therefor, and the purchaser has complied with the terms of the sale and your Trustee has distributed the proceeds as follows:

Total Sale		$7,200.00
To Carlos Bozman, Collector of State & County Taxes	$ 445.78	
To Clerk of Circuit Court for Costs	28.00	
To Edwin Muir, Auctioneer	10.00	
To Marylander & Herald, Advertising and Order Nisi	47.50	
To Appearance Fee	10.00	
To Attorney's Fee	25.	
To Assignee as Commission	363.00	
To Insurance	150.03	
To Amount Due on Mortgage Debt	6473.75	
	$7,553.06	
Deficiency	353.06	
	$7,200.00	$7,200.00

Respectfully submitted,
/s/ Harry T. Phoebus, Jr., Assignee

Harry T. Phoebus, Jr., Assignee, : No. 7323 Chancery
Ex Parte under power contained in : In The Circuit Court for Somerset
Mortgage from Effie M. Weatherly : County, Maryland
and Joseph Weatherly : In Equity

. . . . . .

ORDER NISI

ORDERED, this 24th day of July, in the year nineteen hundred and fifty-seven, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Harry T. Phoebus, Jr., Assignee, of the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26th day of August, 1957, provided a copy of this order be inserted in some newspaper in said Somerset County, once in each of four successive weeks before the 24th day of August, 1957.

The report states the amount of sales to be $7,200.00.

/s/ Benjamin L. Barnes
Clerk of the Circuit Court

And thereafter, on the thirty-first day of July, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here a Petition, Affidavit and Order, which said Petition, Affidavit and Order are in the words following, to wit:

Harry T. Phoebus, Jr., Ex Parte : No. 7323 Chancery
Assignee of mortgage from Effie M. :
Weatherly and Joseph Weatherly :

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Harry T. Phoebus, Jr., respectfully represents and shows:

1. That he, as Assignee of a certain mortgage from Effie M. Weatherly and Joseph Weatherly, has heretofore filed the said mortgage in the above-entitled case for foreclosure under the terms of the same, and that he has further filed a bond, advertised the premises for sale according to law and sold the same on July 20, 1957 to Mitchell Bonneville, he being then and there the highest bidder therefor as indicated in a report of the said sale heretofore filed herein.

2. That, subsequent to the said sale, one Oscar E. Wilson, has entered upon the said premises and has taken therefrom a floor furnace unit and a large television antennae, both of which were attached to the house as fixtures and consequently became a part of the mortgaged premises and passed with the sale of the said premises.

To the end therefore:

1. That this Honorable Court pass an order directing the said Oscar E. Wilson to show cause why he should not be required to immediately replace the said floor furnace unit and television antennae upon the premises in the same condition as they were at the time of the said sale.

2. That your Petition may have such other and further relief as his case may require.

May it please your Honors to grant unto your Petitioner the writ of subpoena directed to the said Oscar E. Wilson, whose address is Princess Anne, Somerset County, Maryland, commanding him to be and appear in this Honorable Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

/s/ Harry T. Phoebus, Jr. (SEAL)
Assignee

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY That on this 31st day of July, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harry T. Phoebus, Jr., and acknowledged the foregoing to be his act and deed and signed same in my presence.

As Witness my hand and Notarial Seal.

/s/ Betty E. Wilson (SEAL OF)
Notary Public NOTARY

O R D E R

Upon the foregoing petition and affidavit it is this 31st day of July, 1957, ORDERED by the Circuit Court for Somerset County that the said Oscar E. Wilson of Princess Anne, Somerset County, Maryland, be summoned to answer the said petition and to show cause on or before the 15th day of August, 1957, why an order directing him to return the said floor furnace unit and television antennae as prayed should not be passed by this Court and that a copy of this order or petition be served on the said Oscar E. Wilson or his attorney of record on or before the 5th day of August, 1957.

/s/ Rex A. Taylor, JUDGE

And thereafter, on the thirty-first day of July, in the year Nineteen Hundred and Fifty-Seven, was issued in Court here a subpoena, which said subpoena and return are in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: (SEAL OF COURT)

TO Oscar E. Wilson
Princess Anne, Md.

GREETING:

We command and enjoin you that you do within the time limited by Order of Court attached cause your answer other defense to be filed to the complaint of Harry T. Phoebus, Jr., Ex Parte, as Assignee of Mortgage from Effie M. Weatherly and Joseph Weatherly, Crisfield, Maryland, against you exhibited in the Circuit Court, for Somerset County, on or before the 15th day of August, 1957.

Hereof, fail not, as you will answer the contrary at your peril.

Witness the Honorable W.Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 1st day of July Nineteen Hundred and Fifty-Seven.

Issued the 31st day of July, 1957.

TO THE DEFENDANT(S)

Solicitor(s) for Complainant(s)

Name Harry T. Phoebus, Jr.
Address Crisfield, Maryland

/s/ Benjamin L. Barnes, Clerk

Return: Summoned Oscar E. Wilson & copy of Subpoena Petition & Order of Court left with him 8/1/57.

/s/ Edward Pollitt
Dept. Sheriff

And thereafter, on the fourteenth day of August, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here an Answer and Certification of Service Thereon, which said Answer and Certification of Service Thereon, were in the words following, to wit:

Harry T. Phoebus, Jr., Ex Parte	:	No. 7323 Chancery
Assignee of Mortgage from Effie M.	:	In the Circuit Court for
Weatherly and Joseph Weatherly	:	Somerset County, Maryland

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The ANSWER of Oscar E. Wilson, by Henry F. Lankford his attorney, to the petition filed against him in this cause exhibited.

The Defendant, answering says:

1. Answering the first paragraph of the petition in the above entitled cause, Oscar E. Wilson admits the allegations therein contained.

2. Answering the second paragraph of the petition filed in this cause, Oscar E. Wilson admits that he entered upon the premises and took therefrom a floor furnace unit and large television antennae, but denies that either the said floor furnace unit or the television antennae were fixtures and passed with the sale of said premises, title to said floor furnace unit and 1 1954 Philco television combination, which said aforementioned television antennae was used as a part thereof, having been assigned by Mitchell Bonneville to the said Oscar E. Wilson by a Chattel Mortgage from Joseph and Effie Weatherly to Personal Finance Company of Salisbury, Salisbury, Maryland, which said aforementioned Chattel Mortgage was duly assigned by said aforementioned Personal Finance Company of Salisbury to Mitchell Bonneville and subsequently assigned by Mitchell Bonneville to the said Oscar E. Wilson, said Chattel Mortgage and the assignments thereon being recorded among the Chattel Records of Somerset County, Maryland, in Liber B.B. No. 8 folio 152 et seq.

3. Further answering said petition, the said Oscar E. Wilson alleges and avers that the said Mitchell Bonneville is now unlawfully retaining possession of and refusing to deliver unto the said Oscar E. Wilson: 1 radio, 1 rug, 1 coffee table, 1 vacuum cleaner, and 1 1954 Philco television combination, named and listed in said aforementioned Chattel Mortgage, assigned to the said Oscar E. Wilson as aforesaid which lawfully belongs unto the said Oscar E. Wilson, and which said Oscar E. Wilson prays this Honorable Court to order and decree the return of said aforementioned chattels unto the said Oscar E. Wilson.

AND, having fully answered, Oscar E. Wilson prays that he may be henceforth dismissed without costs.

AND AS IN DUTY BOUND, ETC.

/s/ Henry F. Lankford
Solicitor

/s/ Oscar E. Wilson

I hereby certify that on this 13th day of August, 1957, I mailed a copy of the aforegoing answer to Harry T. Phoebus, Jr., Assignee, Crisfield, Maryland, by ordinary mail, postage prepaid.

/s/ Henry F. Lankford

And thereafter, on the eighth day of November, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here, an Order of Court which said Order is in the words following, to wit:

ORDER OF COURT

The Petition and answer and testimony thereon, having been duly and carefully considered it is ORDERED this 8th day of November, 1957, that within five days from the date of this Order, Oscar E. Wilson replace the floor furnace, which he removed from the premises sold under foreclosure of mortgage in these proceedings, in the same condition upon the premises as it was prior to its removal; and that the said Oscar E. Wilson shall pay the costs.

/s/ E. McMaster Duer, Judge

And thereafter, on the thirteenth day of November, in the year Nineteen Hundred and Fifty-Seven, was filed in Court here an Order Nisi, which said Order Nisi is in the words following, to wit:

Harry T. Phoebus, Jr., Assignee,	:	No. 7323 Chancery
Ex Parte under power contained in	:	In the Circuit Court for
Mortgage from Effie M. Weatherly	:	Somerset County, Maryland
and Joseph Weatherly	:	In Equity

. . . . . .

ORDER NISI

ORDERED this 13th day of November, in the year 1957, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Harry T. Phoebus, Jr., Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of December, 1957, provided a copy of this order be inserted in some newspaper in said Somerset County once in each of four successive weeks before the 14th day of December, 1957.

The report states the amount of sales to be Seven Thousand Two Hundred Dollars ($7,200.00).

/s/ Grece J. Barnes, Clerk

And thereafter, on the fifteenth day of October, in the year Nineteen Hundred and Fifty-Nine was filed in Court here an Order of Court, which said Order of Court is in the words following, to wit:

Harry T. Phoebus, Jr., Assignee	:	No. 7323 Chancery
Ex Parte under power contained in	:	In the Circuit Court for
Mortgage from Effie M. Weatherly	:	Somerset County, Maryland
and Joseph Weatherly	:	In Equity

. . . . . .

ORDER OF COURT

ORDERED by the Circuit Court for Somerset County in Equity this 15th day of October, 1959, that the sale of the real estate mentioned in these proceedings made and reported by Harry T. Phoebus, Jr., Assignee of the said mortgage, and the distribution of the proceeds therein, 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.

/s/ E. McMaster 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: Grace J. Barnes, Clerk

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in May, being the 4th day of the same month in the year of our Lord One Thousand Nine Hundred and Fifty-Nine.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge

Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Lionel Bennett, Attorney named in mortgage made by Charles Whitelock, Jr. and Anna Whitelock, his wife, to The Marine Bank of Crisfield) Be it remembered that heretofore to wit, on the twenty-seventh day of August, in the year Nineteen Hundred and Fifty-eight, a certain Lionel Bennett, Attorney of Somerset County, State of Maryland, filed in Circuit Court here an Order to Docket Suit and the original Mortgage, which said Order and Original Mortgage are in the words following, to wit:

Lionel Bennett, Attorney named in Mortgage made by Charles Whitelock, Jr., and Anna Whitelock, his wife : No. 7454 Chancery
In the Circuit Court for Somerset County, Maryland
In Equity

The Clerk of the Circuit Court for Somerset County will please docket the above entitled case, file the original mortgage therein, to wit: mortgage dated December 19, 1953, and recorded among the land records of Somerset County in Liber BLB 161 folio 378.

/s/ Lionel Bennett
Attorney named in the above mortgage

MORTGAGE LIBER 161 PAGE 378

THIS MORTGAGE, Made this 19th day of December in the year nineteen hundred and fifty three, by Charles Whitelock, Jr. and Anna Whitelock, his wife, of Deal Island, Somerset County, Maryland,

WHEREAS Charles Whitelock, Jr. and Anna Whitelock, his wife, are indebted to The Marine Bank of Crisfield, a domestic banking corporation of Crisfield, Maryland, in the sum of six thousand dollars ($6,000.00) which is evidenced by their bill obligatory, dated evenly herewith, payable to the order of The Marine Bank of Crisfield, with interest at four and one-half per cent per annum on the unpaid principal until paid, principal and interest being payable at the Marine Bank of Crisfield, Crisfield, Maryland, in monthly installments of sixty-two dollars and nineteen cents ($62.19), commencing on the first day of Februnry, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the first day of January, 1964. 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, then the entire debt shall be deemed due and demandable.

AND WHEREAS for the purpose of further securing the payment of said sum and interest, when and as the same shall become due and payable, this mortgage isexecuted.

NOW THEREFORE this mortgage witnesseth that in consideration of the premises and one dollar Charles Whitelock, Jr. and Anna Whitelock, his wife, hereby grant to The MarineBank of Crisfield, the following property:

"All that tract of land situated in Deal Island Election District, Somerset County, Maryland, on the county road leading through the said District, and containing about one-half acre,more or less, and being the same premises conveyed to Charles Whitelock, Jr. and Anna Whitelock his wife, by deed dated March 2, 1953, and recorded among the land records of Somerset County in Liber 158 folio 419."

To which said deed and all the references therein contained special reference is hereby made for a more full and complete 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 bill obligatory, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee its successors or assigns, or Lionel Bennett their Attorney or Agent, at any time after such default to sell the property Hereby mortgaged, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 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 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commission shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least six thousand dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in the case of fire, to insure to the benefit of the said mortgagee its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in

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

WITNESS the hands and seals of said mortgagors.

Test: /s/ Lionel Bennett

/s/ Charles Whitelock, Jr. (SEAL)

/s/ Anna Whitelock (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 19th day of December in the year nineteen hundred and fifth-three, before me, the subscriber, a notary public of the State of Maryland, in and for Somerset County personally appeared Charles Whitelock, Jr. and Anna Whitelock, his wife, the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed; and at the same time and place also personally appeared before me William M. Wooster, Vice President of the Marine Bank of Crisfield 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 he is duly authorized to make this affidavit.

(SEAL OF NOTARY) State Stamps $6.60

/s/ Lionel Bennett
Notary Public

Received for Record Dec. 22, 1953, and recorded in Liber B.L.B. No. 161, Folio 378, one of the Land Records of Somerset County.

Per /s/ Benjamin L. Barnes, Clerk

And thereafter, on the Twenty-Seventh day of August, in the year Nineteen Hundred and Fifty-eight, was filed in Court here an Attorney's Bond, which said Bond is in the words following, to wit:

Lionel Bennett, Attorney named in	:	No. 7454 Chancery
mortgage made by Charles Whitelock	:	In the Circuit Court for
Jr. and Anna Whitelock, his wife	:	Somerset County, Maryland

Liber 8 Page 102

KNOW ALL MEN BY THESE PRESENTS that we, Lionel Bennett, Crisfield, Maryland, as principal and Maryland Casualty Company, a corporation of the State of Maryland as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of $5,000.00, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of August, 1958.

WHEREAS, the above bounden Lionel Bennett by virtue of the power contained in a mortgage from Charles Whitelock, Jr. and Anna Whitelock, his wife, to The Marine Bank of Crisfield, bearing date the 19th day of December, 1953, and recorded among the mortgage records of Somerset County in Liber BLB 161, Folio 378, and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Lionel Bennett do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Lionel Bennett has hereto set his hand and seal and the said corporation has caused these presents to be duly signed by its attorney, attested by its attorney, the day and year first herein above written.

(SEAL) /s/ Lionel Bennett (SEAL)

/s/ Lula Mae Dize

MARYLAND CASUALTY COMPANY
BY /s/ Lionel Bennett
Attorney in Fact

The within Bond approved.
/s/ Grace J. Barnes, Clerk

Filed for Record Aug. 27, 1958, and recorded in Liber B.L.B. No. 8, Folio 102.
test: /s/Grace J. Barnes, Clerk

And thereafter, on the twenty-fourth day of December, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here a Report of Sale, Affidavit, and Order Nisi, which said Report of Sale, Affidavit, and Order Nisi are in the words following, to wit:

Lionel Bennett, Attorney named	:	No. 7454 Chancery
in mortgage made by Charles Whitelock,	:	In The Circuit Court for
Jr., and Anna Whitelock, his wife	:	Somerset County, Maryland

. . . . . :. . . . . .

To the Honorable, the Judges of said Court:

The report of Lionel Bennett, attorney named in a certain mortgage made and executed by Charles Whitelock, Jr. and Anna Whitelock, his wife, to The Marine Bank of Crisfield dated December 19, 1953 and recorded among the land records of Somerset County in Liber B.L.B. 161 folio 378, 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 whereas said mortgage debt has become due and demandable, respectfully represents to your Honors, that after giving bond with security approved by the Clerk of the 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, terms and place of sale by advertisement in the Crisfield Post, a weekly newspaper published in said Somerset County once in a week for three successive weeks before the day of the sale, he did pursuant to said notice attend the Post Office in Crisfield, Maryland on the 20th day of December, 1958, at 2:00 p.m. and then and there proceeded to sell the property described in said mortgage, to wit:

ALL that tract of land situated in Deal Island Election District, Somerset County, Maryland, on the county road leading through the said District, and containing about one-half acre, more or less, and being the same premises conveyed to Charles Whitelock, Jr. and Anna Whitelock, his wife, by deed dated March 2, 1953, and recorded among the land records of Somerset County, in Liber 158 folio 419.

And sold the same to The Marine Bank of Crisfield, Crisfield, Maryland, it being then and there the highest bidder therefor, at and for the sum of $5,000.00, and the purchaser has complied with the terms of sale.

Respectfully submitted,
/s/ Lionel Bennett, attorney

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 22nd day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Lionel Bennett, attorney 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 and belief and that the sale therein mentioned and reported was fairly made.

Witness my hand and notarial seal.

(SEAL OF NOTARY)

/s/ Lula Mae Dize
Notary Public

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of February 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 17th day of January.

The report states the amount of sale to be $5,000.00.

/s/ Grace J. Barnes, Clerk

And thereafter, on the Twenty-Sixth day of January, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Petition of the Cohn & Bock Company, Judgment Creditor, which said Petition is in the words following, to wit:

Lionel Bennett, Attorny named	:	No. 7454 Chancery
in mortgage made by Charles Whitelock, Jr.	:	In the Circuit Court for
and Anna Whitelock, his wife	:	Somerset County, Maryland

To the Honorable, the Judge of said Court:

The petition of The Cohn & Bock Company, a body corporate, judgment creditor of Charles Whitelock, Jr. and Anna Whitelock, his wife, respectfully represents:

(1) That on August 27, 1958 foreclosure proceedings were begun against Charles Whitelock, Jr. and Anna Whitelock, his wife, by virtue of default in a certain mortgage to The Marine Bank of Crisfield.

(2) That on December 20, 1958 the property described in said mortgage was sold at public auction.

(3) That on December 24, 1958 the trustee's report of sale was filed and an order nisi was issued.

(4) That on August 15, 1955 by judgment recorded in the Circuit Court for Somerset County J.P. Judgments Liber B.L.B. No. 6, folio 169, one Francis Renoff, plaintiff, obtained a judgment against the said Charles Whitelock, Jr. and Anna Whitelock, his wife, which said judgment has not yet been released of record, but your petitioner does not know whether or not said judgment has been paid in part or in full.

(5) That on August 6, 1958 by judgment recorded in the Circuit Court for Somerset County J.P. Judgments Liber B.L.B. No. 6, folio 258, The Cohn & Bock Company obtained a judgment against the said Charles Whitelock, Jr. and Anna Whitelock, his wife, a copy of which is attached hereto, and that there now remains outstanding the sum of sixty-six dollars and fifty-one cents ($66.51), plus interest and costs.

Wherefore, your petitioner prays that the matters and facts alleged herein be referred to the auditor in these proceedings to the end that the trustee may be directed to pay to your petitioner an amount sufficient to satisfy said judgment, interest and costs from the surplus of the sale of the real estate reported herein.

Jones & Jones
By /s/ Alexander G. Jones
Attorneys for Petitioner

And thereafter, on the Sixth day of February, in the year _____, was filed in Court here a Final Order, which said Final Order is in the words following, to wit:

FINAL ORDER

Ordered by this Court this 6th day of February, that the sale made and reported by the attorney be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

/s/ E. McMaster Duer, Judge

And thereafter, on the Fifth day of March, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Petition/and Order Nisi, which said Petition and Order Nisi are in the Affidavit,
words following, to wit:

Lionel Bennett, Attorny named	:	No. 7454 Chancery
in mortgage made by Charles Whitelock,	:	In the Circuit Court for
Jr. and Anna Whitelock, his wife	:	Somerset County, Maryland

. . . . . : . . . . . .

To the Honorable, the Judges of said Court:

The petition of The Marine Bank of Crisfield respectfully represents:

1. That on December 20, 1958, your petitioner became the purchaser of the mortgaged premises mentioned in the proceedings in the above cause which were sold by Lionel Bennett, Attorney named in the mortgage.

2. That the said sale was duly reported, and finally ratified and confirmed by this Court.

3. That Charles Whitelock, Jr. and Anna Whitelock, his wife, the former owners of the said premises continued to remain upon the said property and are still in possession thereof and refuse to give up the same although possession has been demanded of them by your petitioner on several occasions.

Your petitioner therefore prays that an order may be passed by the Honorable Court requiring the said defendants, Charles Whitelock, Jr. and Anna Whitelock, his wife, to give and deliver up to your petitioner full possession of the mortgaged premises mentioned in the proceedings in the said cause, and sold under the decree therein passed to your petitioner.

And as in duty bound, your petitioner, etc.

/s/ Lionel Bennett
Solicitor for Petitioner

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 26th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared William M. Wooster, Vice President of the Marine Bank of Crisfield, Crisfield, Maryland, who being by me first duly sworn, made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

/s/ Lula Mae Dize
Notory Public

(SEAL OF NOTARY)

ORDER NISI

Ordered, this 5th day of February, 1959, by the Circuit Court for Somerset County, in Equity, upon the foregoing petition and affidavit, that Charles Whitelock, Jr. and Anne Whitelock, his wife, the mortgagors herein, on being served with a certified copy of this order, forthwith deliver up to the said Marine Bank of Crisfield the mortgaged premises mentioned and described in the proceedings in this cause, and sold by Lionel Bennett, trustee to The Marine Bank of Crisfield, under the decree therein passed; unless good cause to the contrary be shown by the said mortgagors on or before the 24th day of March, 1959.

/s/ E. McMaster Duer, Judge

And thereafter, on the Twenty-Sixth day of March, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Final Order for Writ of Habere Facias Possessionem, which Final Order is in the words following, to wit:

It appearing to the Court that a certified copy of the within petition and order was served on the mortgagors, Charles Whitelock, Jr. and Anna Whitelock, his wife, and no good cause to the contrary having been shown, although the time in said order allowed for showing cause has elapsed, it is ordered by the Court, this 26th day of March, 1959, that the within order be made absolute, and that a writ in the nature of habere facias possessionem issue in accordance with the prayer of the petitioner.

/s/ E. McMaster Duer, Judge

RETURN: "Copies of Petition, Affidavit and Order to vacate premises served on each defendant 3/13/59" "Isaac H. Dorsey, Sheriff by Edwin B. Muir, Deputy"

And thereafter, on the Twenty-Sixth day of March, in the year Nineteen Hundred and Fifty-Nine, was issued a Writ of Habere Facias Possessionem, which said Writ of Habere Facias Possessionem with its return thereon, is in the words following, to wit:

State of Maryland, To Isaac H. Dorsey, Sheriff of Somerset County,

Greeting:

Whereas, by a decree of the Circuit Court for Somerset County, in Equity, passed in the cause of Lionel Bennett, Attorney named in mortgage made by Charles Whitelock, Jr and Anna Whitelock, his wife, being No. 7454 Chancery in the Circuit Court for Somerset County on the 6th day of February, 1959, the report of sale of the Attorney was ratified of all those lands and property situated in Deal Island Election District, SomersetCounty, Maryland, on the county road leading through the said district and described in said mortgage, to wit:

Containing about one-half acre, more or less, and being the same premises conveyed to Charles Whitelock, Jr. and Anna Whitelock, his wife, by deed dated March 2, 1953, and recorded among the land records of Somerset County, in Liber 158, folio 419, one of the land records of Somerset County, Maryland.

And whereas, The Marine Bank of Crisfield became the purchasers of said property.

And whereas, by subsequent dereee made and passed in said cause on the 5th day of February, 1959, it was adjudged and ordered that the said Charles Whitelock, Jr. and Anna Whitelock, who held possession of the said real estate, should deliver possession of the same to the said The Marine Bank of Crisfield, and that the writ of habere facias possessionem issue against the said Charles Whitelock, Jr. and Anne Whitelock to require them to deliver possession of the same; and whereas it is represented to the said Court that the service of the petition and copy of the order of the said Court was made upon the said Charles Whitelock, Jr. and Anne Whitelock, by being left in the hands of the said Charles Whitelock, Jr. and Anne Whitelock, with which order or Court the said Charles Whitelock, Jr. and Anne Whitelock have absolutely refused to comply:and the said The Marine Bank of Crisfield having applied to us in our Court here for additional process to enforce said decree.

Know ye, therefore, that to complete and carry into full effect the decrees aforesaid, we have given, and from this time do give, to you full power and athority to the said real estate, situate in Somerset County aforesaid, and in the decrees and order aforesaid mentioned and expressed, to approach and enter, and from thence the said Charles Whitelock, Jr. and Anne Whitelock, as well as all and every other person or persons in possession of the said real estate, against the form and effect of the said decrees and order aforesaid, you remove and the said The Marine Bank of Crisfield, in full, quiet and peaceful possession of all and singular the premises aforesaid, immediately, and from time to time, as often as necessary, you put and place, and the said The Marine Bank of Crisfield being put and place in possession, you protect and keep quiet. And we therefore command you that immediately after the receipt of this writ, to the said real estate aforesaid, you approach and enter, and the said Charles Whitelock, Jr. and Anne Whitelock, as well as all and every other person or persons in possession of the premises, against the form and effect of the decrees and order aforesaid, from the possession thereof you remove, and to the said The Marine Bank of Crisfield, the full, peaceable and quiet possession of all and singular the premises you deliver, put and place and so from time to time, as often as necessary, and the said The Marine Bank of Crisfield, being so put in possession, you preserve, keep and continue, and cause to be preserved, kept and continued, according to the true intent of the decrees aforesaid, our order aforesaid and of this Writ.

(SEAL OF COURT) /s/ Grace J. Barnes, Clerk

RETURN: "Did enter upon the premises described in the within warrant, found same vacant and delivered possession to The Marine Bank of Crisfield. This 15 day of April, 1959 So Answers, Isaac H. Dorsey, Sheriff, by Edwin B. Muir, Deputy Sheriff for Somerset County, Maryland."

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

Per: Grace J. Barnes , Clerk

""

November Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in 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 Fifty-Nine.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge

Isaac H. Dorsey, Sheriff and Grace J.Barnes, Clerk

Levin R. Wilson, T/A Wilson Funeral Home Princess Anne, Maryland	) Be it remembered that heretofore, to wit, on the Tenth day of) December, in the year Nineteen Hundred and Fifty-Eight, a certain
vs.	) L. Creston Beauchamp, Attorney of Somerset County, and State of
Sarah Virginia Methvin, Westover, Maryland, and L. Paul Ewell, Executor, Pocomoke City, Maryland	) Maryland, for and on behalf of the Complainant, Levin R. Wilson,) t/a Wilson Funeral Home, filed in Court here a Bill of Complaint,) which said Bill of Complaint is in the words following, to wit:

Levin R. Wilson, t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland,
Sarah Virginia Methvin, and L. Paul Ewell, Executor	:	In Equity

. . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The bill of complaint of Levin R. Wilson, T/A Wilson Funeral Home, Princess Anne, Somerset County, Maryland, who sues as well for himself as for all other creditors of William L. Methvin, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

1. That your orator is an undertaker and as such furnished a coffin and incurred other necessary expenses in the burial of the said William L. Methvin, which said funeral expenses amounted to seven hundred ninety-five dollars ($795.00), as will more fully appear by reference to a sworn account thereof, filed as a part of this bill, and marked Exhibit "A".

2. That the said William L. Methvin, being so indebted as aforesaid unto your orator and also unto divers other persons, and having no personal estate of sufficient value to pay the debts against the estate, but having real estate of considerable value in Westover Election District, Somerset County, Maryland, binding on the south side of the state road leading from Westover to Pocomoke and containing 25,000 square feet, more or less, which was conveyed unto William L. Methvin by L. Creston Beauchamp, Trustee, by deed dated June 27, 1950, recorded among the Land Records of said Somerset County in Liber No. 149, folio 542, departed this life on or about October 9, 1958, leaving a Last Will and Testament dated July 10, 1956, recorded among the Testamentary Records of said Somerset County in Liber E.L.F. No. 36, folio 221, by which he devised all of his property, including the said real estate, to Sarah Virginia Methvin, of said Somerset County.

3. Your orator further charges that administration is being had on the personal estate of the said William L. Methvin, deceased, but the said personal estate is not sufficient to

pay the costs of the administration and debts due and owing by the said William L. Methvin at the time of his death, and your orator is advised that his claim being for funeral expenses and being approved by the Orphans Court for said Somerset County, is to be considered under the law as the debt of the said William L. Methvin, deceased, and that your orator is entitled to have the real estate sold for the payment of his claim and of the claims of the other creditors of the said deceased, but your orator is unable to obtain adequate relief without the aid of this Honorable Court

To the end therefore:-

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

(b) That the aforesaid real estate, or so much thereof as may be necessary, may be decreed to be sold for the payment of the aforesaid debt of your orator and of the other creditors of the said deceased.

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

May it please you Honor to grant unto the orator the writ of subpoena, directed to the said Sarah Virginia Methvin, of Westover, Somerset County, Maryland, and L. Paul Ewell, Executor, of Pocomoke City, Worcester County, Maryland, commanding them and each of them to be a appear in this Court, in person or by solicitor, on some certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

/s/ L. Creston Beauchamp
Solicitor for Complainant

And thereafter, on the same day, it being the Tenth day of December, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here an Exhibit "A", which said Exhibit "A" is in the words following, to wit:

WILSON FUNERAL HOME
LEVIN R. WILSON
PRINCESS ANNE, MARYLAND

Account of Mr. William L. Methvin
Westover, Maryland

Oct. 9, 1958	To	Casket as selected, fully lined and trimmed.	
		Personal services rendered in making arrangements for and conducting funeral.	
		Embalming services.	
		Two piece concrete vault, use of grave equipments.	$ 725.00
		Suit.	$ 35.00
		Opening grave.	$ 10.00
		One grave lot.	$ 25.00
			$ 795.00

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I hereby certify, that on this 9th day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Levin R. Wilson, who made oath in due form of law, that the above bill is a true and correct statement of the amount of the funeral expenses for the late William L. Methvin, and that no part of the same has been paid.

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

(SEAL OF NOTARY)

/s/ Alice C. Webster
Notary Public

And thereafter on the same day, it being the Tenth day of December, in the year Nineteen Hundred and Fifty-Eight, two subpoenas were issued (one for L. Paul Ewell, Executor and one for Sarah Virginia Methvin), which said subpoenas and their returns are in the following words, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: (SEAL OF COURT)

TO Sarah Virginia Methvin
Westover, Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next, and ending fiftpen days thereafter, cause your answer or other defense to be filed to the complaint of Levin R. Wilson, t/a Wilson Funeral Home, Princess Anne, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of November Nineteen Hundred and Fifty-eight.

Issued the 10th day of December, 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena, Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beachamp
Address Princess Anne, Md.

/s/ Grace J. Barnes, Clerk

RETURN: "Summoned and copy of Subpoena, Bill of Complaint, and Exhibit "A" left with defendant 12/11/58." Isaac H. Dorsey, Sheriff by Edwin B. Muir, Deputy

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT: (SEAL OF COURT)

TO L. Paul Ewell, Executor
Pocomoke City, Maryland GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Levin R. Wilson, T/A Wilson Funeral Home, Princess Anne, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of November Nineteen Hundred and fifty-eight.

Issued the 10th day of December, 1958.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland within fifteen days after the return day named in the above subpoena, Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp
Address Princess Anne, Maryland

/s/ Grace J. Barnes, Clerk

RETURN: "Summoned defendant L. Paul Ewell, Executor and copy of process with copy of Bill of Complaint attached left with said defendant, this 12th day of December, 1958."
"So Answ. Edwin D. Lynch, Sheriff by: Marion S. Duncan, Deputy Sheriff"

And thereafter, on the Fifteenth day of December, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here the Answer of L. Paul Ewell, Executor, which said Answer is in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin L. Paul Ewell, Executor	:	In Equity

To the Honorable, the Judges of said Court:

The answer of L. Paul Ewell, Executor of the last will and testament of William L. Methvin, late of Somerset County, Maryland, deceased, against him and others in this court exhibited.

This defendant admits that he is executor of the last will and testament of William L. Methvin, late of Somerset County, Maryland, deceased, and that he is now engaged in the administration of the personal estate of the deceased.

This defendant also admits all other matters alleged in the foregoing 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.

/s/ L. Paul Ewell
Executor of the Last Will and
testament of William L. Methvin

I acknowledge receipt of the copy of the above answer.

12/15/58 /s/ L. Creston Beauchamp

And thereafter, on the Thirtieth day of December, in the year Nineteen Hundred and Fifty-Eight, was filed in Court here the Answer of Sarah Virginia Methvin, which said Answer is in the words following, to wit:

To the Honorable, the Judges of said Court:

The answer of Sarah Virginia Methvin, widow of William L. Methvin of Somerset County, deceased, legatee and devisee under his last will and testament to the bill of complaint against her 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.

/s/ Sarah Virginia Methvin
Defendant

Service admitted this 30th bf December, 1958.

/s/ L. Creston Beauchamp

And thereafter, on the Sixth day of January, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Decree for Sale of Property, which said Decree is in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin L. Paul Ewell, Executor	:	In Equity

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

It is thereupon this 6th day of January, 1959, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be, and he is hereby appointed trustee to make such sale, the course and manner of said proceeding to be as follows; the sahll first file in

the office of the Clerk of the said Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by the said Clerk, in the penalty of two thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty-one days previous notice, inserted in some newspaper printed in said Somerset County and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: Cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on the ratification of such sale by this Court and on the payment of the whole purchase price, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them, And the said <u>turstee</u> shall bring into this Court the money arising on said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have appeared to discharged his trust.

At the time of advertising said sale the said trustee shall give notice to the creditors of William L. Methvin, deceased, to file their claims duly probated in the Office of the Clerk of the Circuit Court for said Somerset County, within sixty days from the date of said sale.

/s/ E. McMaster Duer, Judge

And thereafter, on the Second day of February, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Bond, which said Bond is in the words following, to wit:

LIBER 8 PAGE 133

No. 7486 CHANCERY

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, principal, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of February, 1959.

WHEREAS, by a decree of the Circuit Court for Somerset County, Maryland, bearing date the 6th day of January, 1959, and passed in a cause in said Court pending wherein Levin A. Wilson, T/A Wilson Funeral Home is the complainant and Sarah Virginia Methvin and L. Paul Ewell, Executor, are the defendants, the said being No. 7486 on the Chancery Docket of said Court, the above named L. Creston Beauchamp was appointed Trustee, with power to sell the real estate in said cause decreed to be sold, and whereas, the said L. Creston Beauchamp is about to enter upon the execution of said trust;

NOW THE CONDITION of the above obligation is such that, if the above bounden L. Creston Beauchamp do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void; otherwise to be and remain in full force and <u>virtue</u> in law.

Witness: Alice C. Webster

/s/ L. Creston Beauchamp, Principal
MARYLAND CASUALTY COMPANY BY
/s/ L. Creston Beauchamp (SEAL)
Attorney in Fact

The within Bond approved.
Grace J. Barnes, Clerk

Filed for Record Feb. 2, 1959, and recorded in Liber B.L.B. No. 8, Folio 133.
/s/ Grace J. Barnes, Clerk

And thereafter, on the First day of July, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Petition, Affidavit and Order of Court, which said Petition, Affidavit and Order of Court are in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin L. Paul Ewell, Executor	:	In Equity

. . . . . : . . . . . .

The petition of L. Creston Beauchamp, heretofore appointed Trustee in the above entitled cause, respectfully represents,

That after being appointed Trustee and without having made any sale of said property, your petitioner ascertained that the property as described in the sale advertisement was improper and incorrect.

Your petitioner therefore asks leave of this Court to file an amended bill of complaint in lieu of and to take place of the said original bill of complaint.

And as in duty bound, etc.

/s/ L. Creston Beauchamp, Petitioner

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, that on this 29th day of June, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared L. Creston Beauchamp, the above named petitioner, who made oath in due form of law that the matters and facts stated in said petition are true as therein set forth.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my Notarial Seal the day and year aforesaid.

/s/ Alice C. Webster
Notary Public

(SEAL OF NOTARY)

Upon the aforegoing petition and affidavit, it is this 30th day of June, 1959, adjudged ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the original bill of complaint be and the same is hereby declared withdrawn and the petitioner is permitted and allowed to file an amended bill of complaint.

/s/ E. McMaster Duer, Judge

And thereafter, on the same day, it being the First day of July, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, and Amended Bill of Complaint which said Amended Bill of Complaint is in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin L. Paul Ewell, Executor	:	In Equity

.. ..: .. ..

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This amended bill of complaint, filed in the above cause by virtue of an Order of Court, of Levin R. Wilson, T/A Wilson Funeral Home, Princess Anne, Somerset County, Maryland, who sues as well for himself as for all other creditors of William L. Methvin, late of Somerset County, Maryland, deceased, who will come in and contribute to the expenses of this suit, respectfully represents:

1. That your orator is an undertaker and as such furnished a coffin and incurred other necessary expenses in the burial of the said William L. Methvin, which said funeral expenses amounted to seven hundred ninety-five dollars ($795.00), as will more fully appear by reference to a sworn account thereof, filed as a part of this bill, and marked Exhibit "A".

2. That the said William L. Methvin, being so indebted as aforesaid unto your orator and also unto divers other persons, and having no personal estate of sufficient value to pay the debts against the estate, but having real estate of considerable value in Westover Election District, Somerset County, Maryland, binding on the south or south west side of the state stone road leading from Pocomoke to Princess Anne, beginning for the same on the northwest line of a certain James T. Hitch on said state stone road (conveyed to him by William L. Methvin and wife, by deed dated December 19, 1953, recorded among the Land Records of said Somerset County in Liber No. 162, Folio 110); thence, in a southerly direction, by and with said James T. Hitch line, 509 feet to a point where the said Hitch line turns and runs towards the west; thence, by and with said last named Hitch line, in a westerly direction 207 feet to the line of a certain Page Dorsey; thence, in a northerly direction, by and with said Page Dorsey line, 466 feet to the state stone road aforesaid, this point being west of and 193 feet distance from the place of beginning; thence, in an easterly direction, by and with said state stone road 193 feet to the place of beginning, said lot thus being bounded on the north by the said state stone road, on the east by the said James T. Hitch line, on the south by the said James T. Hitch line and on the west by Page Dorsey; being a part of the farm or tract of land first described in the deed to the said William L. Methvin from L. Creston Beauchamp, Trustee, dated June 27, 1950, recordedamong the Land Records of Somerset County, Maryland, in Liber B.L.B. No. 149, folio 542, and is all of said farm or tract of land of which the said William L. Methvin died seized and possessed, the remaining part of said farm having been conveyed by him during his life time, departed this life on or a out October 9, 1958, leaving a Last Will and Testament dated July 10, 1956, recorded among the Testamentary Records of said Somerset County in Liber E.L.F. No. 36, folio 221; by which he devised all of his property including the real estate herein described to Sarah Virginia Methvin, of said Somerset County, and by which he appointed L. Paul Ewell executor, who has qualified as such as will appear by reference to the proceedings in the office of the Register of Wills, of Somerset County, Maryland.

3. Your orator further charges that administration is being had on the personal estate of the said William L. Methvin, deceased, but the said personal estate is not sufficient to pay the costs of the administration and debts due and owing by the said William L. Methvin at the time of his death, and your orator is advised that his claim being for funeral expenses, and being approved by the Orphans Court for said Somerset County, is to be considered under the law as the debt of the said William L. Methvin, deceased, and that your orator is entitled to Have the real estate sold for the payment of his claim and of the claims of the other creditors of the said deceased, but your orator is unable to obtain adequate relief without the aid of this Honorable Court.

To the end therefore:-

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

(b) That the aforesaid real estate, or so much thereof as may be necessary, may be decreed to be sold for the payment of the aforesaid debt of your orator and of the other creditors of the said deceased.

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

May it please your Honor to grant unto the orator the writ of subpoena, directed to the said Sarah Virginia Methvin, of Westover, Somerset County, Maryland, and L. Paul Ewell, Executor of Pocomoke City, Worcester County, Maryland, commanding them and each of them to be and appear in this Court, in person or by solicitor, on some certain day to be named therein, to show, cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

/s/ L. Creston Beauchamp
Solicitor for Complainant

And thereafter, on the same day, it being the First day of July, in the year Nineteen Hundred and Fifty-Nine, a Subpoena was issued for Sarah Virginia Methvin, which said Subpoena and its Return is in the words following, to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

(SEAL)

TO Sarah Virginia Methvin
Westover, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Levin R. Wilson t/a Wilson Funeral Home, Princess Anne, Maryland, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 4th day of May, Nineteen Hundred and Fifty-Nine.

Issued the 1st day of July, 1959.

TO THE DEFENDANT(S)
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name L. Creston Beauchamp
Address Princess Anne, Maryland

/s/ Grace J. Barnes, Clerk

RETURN: "Summoned and copy of subpoena and amended Bill of Complaint left with defendant 7/10/59"

And thereafter, on the same day, it being the First day of July, in the year Nineteen Hundred and Fifty-Nine, a Subpoena To Lie was issued for L. Paul Ewell, Executor, which said Subpoena to Lie is in the words following to wit:

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

(SEAL)

TO L. Paul Ewell, Executor
Pocomoke, Maryland, et al

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Levin R. Wilson t/a Wilson Funeral Home, Princess Anne, Maryland, against you exhibited in the Circuit Court for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 4th day of May Nineteen Hundred and Fifty-nine.

Issued the 1st day of July 1959.

TO THE DEFENDANT(S)
You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense with the time named, Complainant(s) may obtain a decree pro confesso against you which proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp
Address Princess Anne, Maryland

/s/ Grace J. Barnes, Clerk

And thereafter, on the Thirteenth day of August, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here the Answer of L. Paul Ewell, Executor to the Amended Bill of Complaint, which said Answer is in the words following, to wit:

To the Honorable, the Judges of said Court:

The answer of L. Paul Ewell, Executor of the last will and testament of William L. Methvin late of Somerset County, Maryland, against him and others in the court exhibited.

This defendant admits that he is executor of the last will and testament of William L. Methvin, late of Somerset County, Maryland, deceased, and that he is now engaged in the administration of the personal estate of the deceased.

This defendant also admits all other matters alleged in the foregoing and amended 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.

/s/ L. Paul Ewell
Executor of the Last Will and
Testament of William L. Methvin

And thereafter, on the Nineteenth day of August, in the year Nineteen Hundred and Fifty-Nine was filed in Court here a Decree Pro Confesso and Order to take Testimony, which said Decree and Order is in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin L. Paul Ewell, Executor	:	In Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

It appearing that in the above cause the adultdefendant, Sarah Virginia Methvin has been duly summoned to appear and has failed to appear and answer, either in person or by solicitor,

It is thereupon, this 19th day of August, 1959, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the said Bill of Complaint be and the same is hereby taken pro confesso against the above adult non-answering defendant.

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

/s/ E. McMaster Duer, Judge

And thereafter, on the Twenty-Fourth day of August, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here the Testimony which said Testimony is in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin L. Paul Ewell, Executor	:	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. Bashiell, one of the standing examiners of the Circuit Court for Somerset County, Maryland, in Equity, do hereby certify that on Monday, August 24, 1959, at the office of L. Creston Beauchamp, in Princess Anne, Maryland, I did take the following depositions, that is to say:

Levin R. Wilson, a witness of lawful age having been duly sworn, deposes and says:

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

Ans. Levin R. Wilson, 49, Princess Anne, Maryland, Undertaker.

Int. (2) Did you know William Methvin in his life time and state if he is living or dead.

Ans. Yes, I knew William Methvin in his life time and he is dead, having died on or about October 9, 1958, leaving a last will and testament, in which he devised all of his property to his wife, Sarah Virginia Methvin and in said will, he left L. Paul Ewell, as Executor, who has duly qualified.

Int. (3) Please state if as an undertaker, you buried William Methvin and what are your charged therefor?

Ans. I did bury William Methvin and my bill for doing so was $725.00 for the vault, $35.00 for a suit, $10.00 for opening the grave and $25.00 for one grave lot,

making a total of $795.00. No part of this has ever been paid to me and the entire amount is due and owing.

Int. (4) Please state, if you know, whether there was ever any administration and what personal property there was.

Ans. There has been administration but there was very little personal property which consisted of second hand merchandise, valued at much less than my bill.

Int. (5) Do you know what, if any, land William Methvin owned at his death?

Ans. He owned a parcel of land on the north side of the road on which he conducted the junk business and he also owned about 3 acres of land on the south side of the road leading from Westover to Pocomoke, which was all of the land that Methvin owned on the south side of said state road and worth about $1000.00. This land adjoins James T. Hitch and Horsey, improved by a row of cabins.

Court questions and answers: Nothing further.

s/ Levin R. Wilson

TEST: s/ Harry C. Dashiell, Exmr.

Nicki Ward, a witness of lawfull age having been duly sworn, deposes and says:

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

Ans. Nicki Ward, , Crisfield, Maryland, Deputy Register of Wills for Somerset County, Maryland.

Int. (2) As such Deputy, have you had occasion to file a will of William Methvin and has there been administration of the estate?

Ans. The will of William Methvin has been filed in the Register of Wills Office and recorded in Liber E.L.F. No. 36, folio 221, in which he devised all of his property including the real estate in Westover Election District to his wife, Sarah Virginia Methvin and in which he appointed L. Paul Ewell Executor, who has duly qualified. Administration has been granted but has not been completed. There does not appear to be enough personal property to pay for the funeral expenses.

Court question and answers: Nothing further.

s/ Nicki Ward

TEST: s/ Harry C. Dashiell, Exmr.

There being no further witnesses produced to me to be examined, I herewith at the request of the plaintiff's solicitor return the above desposition to the Court and certify that all the requirements of General Equity Rule 28A have been complied with, and that the examiner's costs have been paid by the complainant.

Given under my hand and seal this 24th day of August, 1959.

s/ Harry C. Dashiell (Seal)
Examiner in Chancery

And thereafter, on the Ninth day of September, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Decree for Sale of Property which said Decree is in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin L. Paul Ewell, Executor	:	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 September, 1959, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that L. Creston Beauchamp be, and he is hereby appointed trustee to

make such sale, the course and manner of said proceeding to be as follows; He shall first file in the office of the Clerk of the said Court a bond to the State of Maryland, executed by himself and a corporate surety to be approved by the said Clerk, in the penalty of one thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or that may be reposed in him by any future decree or order in the premises; he shall then proceed to make sale of said real estate, having given at least twenty-one days previous notice, inserted in some newspaper printed in said Somerset County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: Cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on the ratification of such sale by this Court, and on the payment of the whole purchase money, and not before, the said trustee by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the said trustee shall bring into this Court the money arising on said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall have appeared to discharged his trust.

s/ E. Kchaster Duer
Judge

And thereafter, on the Sixth day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sale, Affidavit, Audit and Order Nisi which said Repot of Sale Affidavit, Audit and Order Nisi are in the words following, to wit:

Levin R. Wilson t/a Wilson Funeral Home	:	No. 7486 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Sarah Virginia Methvin and L. Paul Ewell, Executor	:	In Equity

.. ..

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, Trustee in the above entitled cause, appointed by a decree of this Court dated September 9, 1959, to make sale of the real estate mentioned, respectfully shows:

That by virtue of the power and authority contained in said decree 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 decree, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in the Marylander & Herald a weekly newspaper published in said county and by handbill posted at the Court House door in Princess Anne, Maryland, said county, he did, in pursuance of said notice, attend in front of the Court House in Princess Anne, Maryland, Tuesday, October 6, 1959, at the hour of 2:00 P.M. and then and there proceeded to sell at public auction the following described property mentioned in said decree, namely:

He offered all that lot or parcel of land situate, lying and being in Westover Election District, Somerset County, Maryland, on the south or southwest side of the state stone road leading from Pocomoke to Princess Anne, beginning for the same on the northwest line of a certain James T. Htich (conveyed to him by William L. Methvin and wife by deed dated December 19, 1953, recorded among the Land Records of said Somerset County in Liber No. 162, folio 110); thence, in a southerly direction, by and with said James T. Hitch line, 509 feet to a point

where the said Hitch line turns and runs towards the west; thence, by and with said last named Hitch line, in a westerly direction, 207 feet to the line of a certain Page Dorsey; thence, in a northerly direction, by and with said Page Dorsey line, 400 feet to the state road aforesaid, this point being west of and 193 feet distance from the place of beginning; thence, in an easterly direction, by and with said state road 193 feet to the place of beginning; being a part of the farm or tract of land first described in the deed to the said William L. Methvin from L. Creston Beauchamp, Trustee, dated June 27, 1950, recorded among the Land Records of Somerset County, Maryland, in Liber No. 149, folio 542, and is all of said farm or tract of land of which the said William L. Methvin died seized and possessed, the remaining part of said farm having been conveyed by him, and improved by an apartment building, and sold the same to J. Roy Alder and Lula M. Alder, his wife, of Somerset County, Maryland, at and for the sum of one thousand twenty dollars ($1,020.00), they being the highest bidders therefore, which has been fully paid to the satisfaction of the trustee.

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

Whole amount of sale		$1,020.00
Taxes	$ 45.55	
Clerk's costs	40.25	
Advertising	40.00	
Auctioneer	15.00	
Bond premium	15.00	
Appearance fee	25.00	
Commissions	85.00	
Amount paid L. Paul Lwell, as per deed from Sarah Virginia Methvin, dated December 31, 1958, recorded in Liber No. 190, folio 542	125.00	
Wilson Funeral Home, on account	617.20	$1,020.00

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

All of which is respectfully submitted.

s/ L. Creston Beauchamp, trustee

STATE OF MARYLAND, SOMERSET COUNTY, to-wit:

I HEREBY CERTIFY, that on this 6th day of October, 1959, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp, Trustee mentioned in the aforegoing report of sale, and made oath in due form of law that the matters and facts stated in said report of sale are true to the best of his knowledge and belief, and that the sale therein reported and the distribution of the proceeds therefrom was fairly made.

/s/ Grace J. Barnes
Clerk of the Court

ORDER NISI

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 6th day of October, 1959, that the report of L. Creston Beauchamp, trustee mentioned in the foregoing report of sale, and the sale of real estate by him reported and the distribution of the proceeds of said sale by him made be and the same are hereby ratified and confirmed, unless cause to the contrary appear by exceptions filed on or before the 9th day of November, 1959; 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 5th day of November, 1959.

The report states the amount of sale to be $1,020.00.

/s/ Grace J. Barnes,
Clerk of Court

And thereafter, on the Tenth day of November, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Final Order which said Final Order is in the words following, to wit:

Levin R. Wilson
t/a Wilson Funeral Home : No. 7486 Chancery
: In the Circuit Court for
vs. : Somerset County, Maryland
Sarah Virginia Hethvin and
L. Paul Ewell, Executor : In Equity

.. ..

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 10th day of November, 1959, adjudged, ordered, and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds therein made be and the same are hereby finally ratified and confirmed.

s/ E. McMaster 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: Grace J. Barnes, Clerk

July Term, 1959

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in July, being the sixth day of the same month, in the year of our Lord One Thousand Nine Hundred and Fifty-Nine.

Were Present, Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Carroll E. Bounds, Assignee of : No. 7515 Chancery
Mortgage from Elihue Barkley and : In the Circuit Court for
Louise Barkley, his wife to : Somerset County, Maryland
George C. Bounds and William H. : In Equity
Phillips, Ex Parte :

.. .. : .. ..

Be it remembered that heretofore to wit, on the Twenty-Seventh day of May, in the year Nineteen Hundred and Fifty-Nine, a certain Carroll E. Bounds, Attorney of Wicomico County and State of Maryland, exhibited and filed in the Circuit Court here an Order to Docket Suit and an Original of a Certain Mortgage, with its' Assignment, which said Order, Original Mortgage, and Assignment are in the words following, to wit:

Carroll E. Bounds, Assignee of : No. 7515 Chancery
Mortgage from Elihue Barkley and : In the Circuit Court for
Louise Barkley, his wife : Somerset County, Maryland

.. .. : .. ..

MR. CLERK:

Docket Chancery suit as above and file for foreclosure the attached original mortgage from Elihue Barkley and Louise Barkley, his wife, to George C. Bounds and William H. Phillips, dated October 19, 1932 and recorded among the Land Records of Somerset County, in Liber J.W.T. No. 103, Folio 304, and on December 30, 1943, assigned by the said George C. Bounds and William to Carroll E. Bounds.

s/ Carroll E. Bounds, Assignee

THIS MORTGAGE, Made this 19th day of October in the year nineteen hundred and thirty-two by Elihu Barkley and Louise Barkley, his wife, of Somerset County and State of Maryland, parties of the first part.

WHEREAS, the said Elihu Barkley and Louise Barkley, are justly indebted unto George C. Bounds and William H. Phillips, both of Wicomico County and State of Maryland, parties of the second part, in the full sum of TWO HUNDRED FIFTY DOLLARS ($250.00), evidenced by the certain Bill Obligatory of the said Elihu Barkley and Louise Barkley, bearing even date herewith for the said principal sum of $250.00, payable to the order of said parties of the second part one year 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 the 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 hereby grant and convey unto the said parties of the second part, their heirs and assigns, all that piece or parcel of ground, situate and lying near Eden Station, in West Princess Anne Election District, of Somerset County and State of Maryland, located on the South side of and binding upon the county road leading from Eden to Allen, containing three and nine tenths (3.9) acres of land, more or less, as fully described in plat and certificate made by Samuel F. Miles, Surveyor for Somerset County, on April 7, 1927, and duly recorded among the Land Records of said Somerset County, in Liber G.W.L. No. 94 Folio 219, and being the same land that was conveyed to the said Elihu Barkley by Daniel P. Willey, his wife, by deed dated April 28, 1927, and recorded as aforesaid in Liber G.W.L. No. 94, Folio 218.

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 Elihu Barkley and Louise Barkley 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 Levin C. Bailey, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, for cash, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale by advertisement in some newspaper printed in Somerset county, and such other notice as by the party making sale may be deemed

expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their, personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in their behalf shall pay said mortgage debt and interest after an advertisement and before a sale, the said mortgagors do covenant to pay to the party advertising under said powers hereby granted all expenses incident to said advertisement, including a reasonable Attorney's fee and one-half the commission here-before mentioned, to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgaged property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagor do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least Two 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 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 aseforesaid, 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 the day and year first above written.

Test: s/ x Elihue Barkley (SEAL)

s/ Lester G. Timmons s/ Louise Barkley (SEAL)

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of October in the year nineteen hundred and thirty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Elihu Barkley and Louise Barkley, 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 Levin C. Bailey, attorney and agent for the within named Mortgagees and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(SEAL OF NOTARY) s/ Doris M. Wilkinson
NOTARY PUBLIC

Received for Record Oct. 22, 1932 and recorded in Liber J.M.T. No. 103, Folio 304 one of the Land Records of Somerset County.

Per: s/ J. Millard Tawes, Clerk

ASSIGNMENT : For value received, we hereby assign the within mortgage to Carroll E. Bounds without recourse to us in any event.

As witness our hands and seals this 30th day of December Nineteen Hundred and Forty-Three.

s/ Doris W. Leatherbury (Test)

s/ George C. Bounds (Seal)
s/ William H. Phillips (Seal)

Filed for Record Jan. 21, 1944, and recorded in Liber J.M.T. No. 103, folio 304.

Test: s/ Benjamin L. Barnes, Clerk

And thereafter, on the same day, it being the Twenty-Seventh day of May, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, an Assignee's Bond, which said Bond is in the words following, to wit:

Carroll E. Bounds, Assignee of	:	No. 7515 Chancery
Mortgage from Elihue Barkley and	:	In the Circuit Court for
Louise Barkley, his wife, to	:	Somerset County, Maryland
George C. Bounds & William H. Phillips	:	In Equity

.. ..:.. .. ..

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No. 7515 Chancery

KNOW ALL MEN BY THESE PRESENTS:

That I, Carroll E. Bounds, of Wicomico County and State of Maryland, as Principal and Irene S. Bounds and Mary Emily Holt, both of Wicomico County and State of Maryland, as Sureties, 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 and one, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly be these presents.

Sealed with our seals, and dated this 26th day of May, A.D., 1959.

WHEREAS, The above bounden Carroll E. Bounds, as Assignee, by virtue of the power contained in a Mortgage from Elihue Barkley and Louise Barkley, his wife, dated October 19, 1932 and recorded among the Land Records of Somerset County, State of Maryland, in Liber J.M.T. No. 103, folio 304; assigned to Carroll E. Bounds on December 30, 1943, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBILGATION ARE SUCH, That if the above bounden Carroll E. Bounds, as Assignee, does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of
s/ Patricia S. Richardson
as to all signatures

s/ Carroll E. Bounds (Seal) Principal
s/ Irene S. Bounds (Seal)
s/ Mary Emily Holt (Seal)
Sureties

The within Bond approved.
Grace J. Barnes, Clerk

Filed for Record May 27, 1959, and recorded in Liber B.L.B. No. 8, folio 168.
Test: s/ Grace J. Barnes, Clerk

And thereafter, on the same day, it being the Twenty-Seventh day of May, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Statement of Mortgage Claim, which said Statement is in the words following, to wit:

Carroll E. Bounds, Assignee of Mortgage from Elihue Barkley and Louise Barkley, his wife, to George C. Bounds and William H. Phillips, Ex Parte : No. 7515 Chancery : In the Circuit Court for : Somerset County, Maryland : In Equity :

.. .. : .. ..

STATEMENT OF MORTGAGE CLAIM

Principal balance due on note and mortgage from Elihue Barkley and Louise Barkley (same person as Lucy Barkley) to Carroll E. Bounds, Assignee	$205.00
Interest at six (6%) per cent from September 5, 1958 to June 20, 1959	9.70
TOTAL AMOUNT DUE	$214.70

s/ Carroll E. Bounds, Assignee

Subscribed and sworn to before me, a Notary Public of the State of Maryland in and for Wicomico County, this 25th day of May, A.D., 1959.

s/ Patricia S. Richardson
Notary Public

And thereafter, on the Twenty-Fourth day of June, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Report of Sale and Distribution, Affidavit and Order Nisi, which said Report of Sale and Distribution, Affidavit and Order Nisi are in the words following, to wit:

Carroll E. Bounds, Assignee of Mortgage from Elihue Barkley & Louise Barkley, his wife, to George C. Bounds & William H. Phillips, Ex Parte : No. 7515 Chancery : In the Circuit Court for : Somerset County, Maryland ; In Equity :

.. .. : .. ..

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Carroll E. Bounds, Assignee of Mortgage from Elihue Barkley and Louise Barkley, his wife, to George C. Bounds and William H. Phillips, respectfully shows:

That after having given bond with approved security for the faithful performance of the trust reposed in him, and after having complied with all other prerequisites of law and the terms of said mortgage, including the giving of notice of the time, place, manner and terms of sale, by advertisement inserted in the Marylander and Herald, a newspaper published in Somerset County, Maryland, at least twenty days before the date of sale, as will more fully appear by reference to the Certificate of Publication of said advertisement attached hereto, as a part hereof, and by other notices widely circulated, he did, pursuant to said notice, attend on the premises near Eden, Maryland, on Saturday, June 20, 1959, at 10:00 a.m. and then and there proceeded to sell the property described as follows:

ALL that piece or parcel of ground, situate and lying near Eden Station, in West Princess Anne Election District of Somerset County and State of Maryland, located on the South side of and binding upon the County Road leading from Eden to Allen, containing three and nine tenths (3.9) acres of land, more or less, as fully described in plat and certificate made by Samuel P. Miles, Surveyor for Somerset County, on April 7, 1927, and duly recorded among the Land Records of said Somerset County in Liber G.W.L. No. 94, Folio 219; and being the same land that was conveyed to the said Elihue Barkley by Daniel P. Willey and Lida E. Willey, his wife, by deed dated April 28, 1927 and recorded as aforesaid in Liber G.W.L. No. 94, Folio 218.

And he sold said property to Howard Alexander Barkley and Margaret E. Barkley, his wife, as tenants by the entireties, at and for the sum of Six Hundred Seventy-Five Dollars ($675.00), they being at that sum the highest and best bidders therefor, and the said purchasers have complied with the terms of sale.

And this Assignee proposes to distribute the proceeds of the aforesaid sale as follows:

To amount of sale, as per report		$675.00
DISTRIBUTION:		
Marylander and Herald, Advertising & Order Nisi	$ 45.64	
Carroll E. Bounds, Solicitor's Appearance Fee	10.00	
Grace Barnes, Clerk of Court - Costs	28.00	
H. Dale Owens, Auctioneer	10.00	
Carroll E. Bounds, Assignee, for his commissions	59.00	
Carroll E. Bounds, Note and Mortgage Debt, as per Statement of Claim filed	214.70	
One-half of residue of $307.66 to Lucy (Louise) Barkley	153.83	
One-half of residue to Ruth L. Harris	153.83	
TOTAL DISTRIBUTION		$675.00

Respectfully submitted,
s/ Carroll E. Bounds, Assignee

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of June, A.D., 1959, before me, the subscriber, Clerk of the Circuit Court for Somerset County, Maryland, personally appeared Carroll E. Bounds, Assignee named in the aforegoing Report of Sale and Distribution of Proceeds, and made oath in due form of law that the matters and things stated in said Report are true and correct to the best of his knowledge and belief, and that the sale therein reported was fairly made.

s/ Grace J. Barnes, Clerk

ORDER NISI

ORDERED, by the Circuit Court for Somerset County, Maryland, this 24th day of June, in the year Nineteen Hundred and Fifty-Nine, that the sale of the property and distribution of proceeds mentioned in this proceeding, made and reported by Carroll E. Bounds, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of July, 1959; provided a copy of this Order be inserted in some newspaper published in said Somerset County, once in each of three successive weeks before the 24th day of July, 1959.

The report states the amount of sale to be Six Hundred Seventy-Five Dollars ($675.00).

s/ Grace J. Barnes, Clerk

And thereafter, on the Twenty-Fourth day of August, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Final Order of Ratification, which said Final Order is in the words following, to wit:

Carroll E. Bounds, Assignee of Mortgage	:	No. 7515 Chancery
from Elihue Barkley and Louise Barkley,	:	In the Circuit Court for
his wife, to George C. Bounds and William	:	Somerset County, Maryland
H. Phillips, Ex Parte	:	In Equity

.. .. : .. ..

FINAL ORDER

ORDERED, by the Circuit Court for Wicomico County, Maryland, in Equity, this 24 day of August, 1959, that the sale of real estate and distribution of proceeds mentioned in the aforegoing report, made by Carroll E. Bounds, Assignee, be, and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice thereof has been given in accordance with the Order Nisi passed in said cause.

s/ E. McMaster Duer, Judge

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

Per: Grace J. Barnes, Clerk

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term f the Circuit Court for Somerset County, In Equity, begun and held in 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 Fifty-Nine.

Were Present,

Hon. W. Laird Henry, Jr. Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge

Isaac H. Dorsey, Sheriff and Grece J. Barnes, Clerk

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Elsie Johnson Collins and Herbert Collins, her husband, to the Bank of Somerset, a body corporate

Be it remembered that heretofore, to wit, on the Fifth day of October, in the year Nineteen Hundred and Fifty-Nine, a certain Alexander G. Jones, Attorney of Somerset County, and State of Maryland, for and on behalf of the Complainant, The Bank of Somerset, filed in Court here an Order to Docket Suit and an Original of a certain Mortgage, which said Order and Original Mortgage are in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte	:	No. 7546 Chancery
under power contained in Mortgage from	:	In the Circuit Court for
Elsie Johnson Collins & Herbert Collins,	:	Somerset County, Maryland
her husband, to the Bank of Somerset,	:	In Equity
a body corporate	:	

.. ..:.. .. ..

The Clerk of the Circuit Court for Somerset County will please docket the above entitled suit and file the original mortgage among the papers therein.

s/ Alexander G. Jones

LIBER 193 PAGE 142

THIS MORTGAGE, Made this 1st day of May, in the year nineteen hundred and fifty-nine, by Elsie Johnson Collins and Herbert Collins, her husband, of Somerset County and State of Maryland, Witnesseth:

Whereas, the said Elsie Johnson Collins and Herbert Collins, her husband, are indebted unto the Bank of Somerset, a body corporate, of the State of Maryland, in the full and just sum of six hundred dollars ($600.00), with interest from date, which said indebtedness is evidenced by the bill obligatory of the said Elsie Johnson Collins and Herbert Collins for said sum, dated evenly herewith, payable to the order of the said Bank of Somerset in twenty-four monthly installments of twenty-six dollars and sixty cents ($26.60) each, the first of said installments being due and payable on the 1st day of June, 1959, and the remaining installments on even date of each succeeding month thereafter until fully paid, said installment payments to be credited first to interest and the balance to principal of said indebtedness; and whereas, for the purpose of further securing the payment of said sum and interest, 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 Elsie Johnson Collins and Herbert Collins, her husband, hereby grant and convey unto the said Bank of Somerset, a body corporate as aforesaid, its successors or assigns, all that lot or parcel of land situate in Brinkleys Election District, Somerset County, Maryland, said lot of land being 175 feet in width and being 240 feet in depth, and being bounded on the south by the county dirt road sometimes referred to as the "Rehobeth School Road" which connects the state road leading from Marion to Westover on the west and the Pocomoke-Rehobeth Road on the east and beginning at a steel post inserted in the ground at the edge of a ditch, which is approximately 460 feet from the woods of Will Ragon,

on the west; thence in a northerly direction by and with said ditch a distance of 240 feet and in a straight line drawn perpendicular from the aforesaid dirt road to a stob driven in the ground; thence in an easterly direction running parallel with the aforesaid dirt road and being 240 feet therefrom in an easterly direction, a distance of 175 feet to a post set upin the ground; thence in a southerly direction and in a straight line a distance of 240 feet to the aforesaid dirt road to a stob set up at the edge of said dirt road; thence in a westerly direction by and with said dirt road a distance of 175 feet to the place of beginning being the same and all the land conveyed unto the said Elsie Johnson Collins, as Elsie Johnson, by James H. Davis and Mattie Davis, his wife, by deed dated October 30, 1947 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 1.1, folio 50.

To which said deed and all the references and descriptions in it contained, special reference is here made for a more complete and accurate description of the land and premises hereby mortgaged.

LIBER 193 PAGE 143

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 o 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 assessedon said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest aforesaid, the said Elsie Johnson Collins and Herbert Collins, her husband, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee its successors or assigns, or Alexander G. 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 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 inthe State of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and that the said Mortgagors, or any person in

LIBER 193 PAGE 144

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 mortgage 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 hall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on hereby mortgaged land to the amount of at least six hundred dollars, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said mortgagee its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee may be required to pay for such insurance shall be considered and is hereby declared to be an additional indebtedness 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: s/ Elsie Johnson Collins

s/ Janet T. Bedsworth s/ Herbert Collins

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of May, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Elsie Johnson Collins and Herbert Collins, her husband, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Edgar A. Jones, President of the Bank of Somerset, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is agent of the mortgagee, duly authorized to make this affidavit.

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

SEAL OF NOTARY 55¢ State Stamp s/ Janet T. Bedsworth
Notary Public

Received for Record May 1, 1959, and recorded in Liber G.J.B. No. 193, Folio 142 one of the Land Records of Somerset County,

Per Grace J. Barnes, Clerk

And thereafter, on the same day, it being the Fifth day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Affidavit which said Affidavit is in the words following, to wit:

State of Maryland, Somerset County, to wit:

On this 2nd day of October, 1959, before me, the undersigned officer, personally appeared Edward J. Price, Agent of the Bank of Somerset, and made oath in due form of law, as follows: That the principal amount owing on the above mortgage is $600.00, with interest from May 1, 1959; that the defendants are not in the military service as hereinafter set forth and that they have not been in such military service referred to being as follows:

1. The military service of the United States of America or of the enlisted reserve corps thereof;

2. Ordered to report for induction under the Selective Training and Service Act of 1940 as amended;

3. The military service of any nation with which the United States of America may be allied in the prosecution of war.

(SEAL OF NOTARY) s/ Janet T. Bedsworth
Notary Public

And thereafter, on the same day, it being the Fifth day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Bond which said Bond is in the words following to wit:

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Elsie Johnson Collins & Herbert Collings, her husband, to the Bank of Somerset, a body corporate	:	No. 7546 Chancery In the Circuit Court for Somerset County, Maryland In Equity

B O N D

No. 7546 CHANCERY

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander G. Jones, of Somerset County and State of Maryland, and The Fidelity and Casualty Company of New York, a body corporate of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of six hundred dollars ($600.00), current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of October, in the year nineteen hundred and fifty-nine.

Whereas, by mortgage dated May 1, 1959, recorded among the Land Records of Somerset County, in Liber G.J.B. No. 193, folio 142, Elsie Johnson Collins and Herbert Collins, her husband, conveyed to the Bank of Somerset certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas, the said Alexander G. Jones, Attorney named in said mortgage, by virtue of the power and authority contained in said mortgage; and whereas, default has occurred in the terms and conditions of said mortgage and the said Alexander G. 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 Alexander G. Jones, do and shall, well and faithfully perform the trust reposed in him by said mortgage and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

s/ Alexander G. Jones (SEAL)

The Fidelity and Casualty Company of New York
By s/ Alexander G. Jones
Attorney in Fact (SEAL)

Witness: s/ Janet T. Bedsworth

The within Bond approved.
Grace J. Barnes, Clerk

Filed for Record Oct. 5, 1959, and recorded in Liber B.L.B. No. Bond 8, Folio 185.

test: s/ Grace J. Barnes, Clerk

And thereafter, on the Fourth day of November, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sale and Distribution, Affidavit and Order Nisi which said Report, Affidavit and Order Nisi are in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Elsie Johnson Collins and Herbert Collins, her husband, to the Bank of Somerset, a body corporate	No. 7546 Chancery In the Circuit Court for Somerset County, Maryland In Equity

To the Honorable, the Judge of said Court:

The report of sales of Alexander G. Jones, Attorney named in a certain mortgage made and executed by Elsie Johnson Collins and Herbert Collins, her husband, to the Bank of Somerset, a body corporate, dated May 1, 1959 and recorded among the Land Records of Somerset County in Liber G.J.B. No. 193, folio 142, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust so as aforesaid reposed in him by said mortgage, and as required by law, and giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 3rd day of November, 1959, at two o'clock P. M., and then and there proceed to sell the property described in said mortgage, to wit:

All that lot or parcel of land situate in Brinkleys Election District, Somerset County, Maryland, said lot of land being 175 feet in width and being 240 feet in depth, and being bounded on the south by the county dirt road sometimes referred to as the "Rehobeth School Road" which connects the state road leading from Marion to Westover on the west and the Pocomoke-Rehobeth Road on the east and beginning at a steel post inserted in the ground at the edge of a ditch, which is approximately 480 feet from the woods of Will Ragon, on the west; thence in a northerly direction by and with said ditch a distance of 240 feet and in a straight line drawn perpendicular from the aforesaid dirt road to a stob driven in the ground; thence in an easterly direction running parallel with the aforesaid dirt road and being 240 feet therefrom in an easterly direction, a distance of 175 feet to a post set up in the ground; thence in a southerly direction and in a straight line a distance of 240 feet to the aforesaid dirt road to a stob set up at the edge of said dirt road; thence in a westerly direction by and with said dirt road a distance of 175 feet to the place of beginning, being the same and all the land conveyed unto the said Elsie Johnson Collins, as Elsie Johnson, by James H. Davis and Mattie Davis, his wife, by deed dated October 30, 1947 and recorded among the aforesaid Land Records in Liber B.L.B. No. 141, folio 500, and sold the same to the Bank of Somerset, a body corporate, at and for the sum of four hundred dollars ($400.00), it being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of your trustee and your trustee has distributed the proceeds, as follows:

Total sales		$400.00
To Carlos Bozman, Collector of State and County Taxes	$ 9.98	
To Clerk of the Circuit Court for costs	38.00	
To Marylander and Herald, advertising and Order Nisi	46.00	
To Auctioneer	15.00	
To premium on bond	10.00	
To solicitor	25.00	
To Attorney as commission	36.00	
To Balance to be credit on mortgage debt	220.02	
		$400.00

Total mortgage debt, principal	$600.00	
Interest	18.20	
Insurance premium	10.00	
	$628.20	
Less credit by sale	220.02	
Balance due	$408.18	

Respectfully submitted,
s/ Alexander G. Jones, Attorney

State of Maryland, Somerset County, to wit:

I hereby certify that on this 4th day of November, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alexander G. Jones, Attorney named in the aforegoing 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.

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

(SEAL OF NOTARY)

s/ Eunice Pilchard
Notary Public

Alexander G. Jones, Attorney,
Ex parte under power contained in
Mortgage from Elsie Johnson Collins
and Herbert Collins, her husband,
to the Bank of Somerset, a body
corporate

No. 7546 Chancery

In the Circuit Court for

Somerset County, Maryland

ORDER NISI

Ordered this 4th day of November, in the year nineteen hundred and fifty-nine, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Alexander G. Jones, Attorney named in the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of December, 1959, provided a copy of this order be inserted in some newspaper in said Somerset County once in each of four successive weeks before the 7th day of December, 1959.

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

s/ Grace J. Barnes
Clerk of the Circuit Court

And thereafter, on the Fifteenth day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Final Order which said Final Order is in the words following, to wit:

FINAL ORDER

Ordered by the Circuit Court for Somerset County in Equity, this 15th day of December, in the year nineteen hundred and fifty-nine, that the sale of the real estate mentioned in these proceedings made and reported by Alexander G. Jones, Attorney mentioned in said mortgage, and the distribution of the proceeds therein, 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.

s/ E. McMaster Duer, Judge

And thereafter, on the Twenty-Ninth day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Petition, Affidavit and Order of Court to Enter Judgment which said Petition, Affidavit and Order are in the words following, to wit:

PETITION

To the Honorable, the Judge of said Court:

The petition of the Bank of Somerset, mortgagee in the above entitled case, by Alexander G. Jones, attorney named therein, respectfully shows:

That the whole property covered by the mortgage in the above entitled case was sold and the net proceeds of said sale, after the costs and expenses allowed by the Court, do not suffice to pay the mortgage debt and accrued interest, as determined by the judgment of this Honorable Court upon the report and audit as therein stated.

Your petitioner, therefore, prays the Court to enter a decree in personam against Elsie Johnson Collins and Herbert Collins, her husband, mortgagors, for the amount of said deficiency, or $408.18.

And as in duty bound,

s/ Alexander G. Jones
For Petitioner

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 29th day of December, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alexander G. Jones, and made oath in due form that the matters and things as set forth in the aforegoing petition are true to the best of his knowledge and belief.

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

(SEAL OF NOTARY) s/ Eunice Pilchard
Notary Public

ORDER OF COURT

Alexander G. Jones, Attorney Ex Parte under power contained in Mortgage from Elsie Johnson Collins and Herbert Collins, her husband, to the Bank of Somerset, a body corporate	:	No. 7546 Chancery In the Circuit Court for Somerset County, Maryland In Equity

Upon the above petition and affidavit, it is ordered by the Circuit Court for Somerset County, this 29th day of December, 1959, that the Judgment be entered against the defendants and in favor of the plaintiff in the amount of $408.18.

s/ E. McMaster Duer, Judge

And thereafter, on the same day, it being the Twenty-Nineth day of December, in the year Nineteen Hundred and Fifty-Nine, a Writ of Summons after Deficiency Judgment was issued which said Writ/and Return is in the words following, to wit:

(Resident) WRIT OF SUMMONS AFTER DEFICIENCY JUDGMENT

THE STATE OF MARYLAND
SOMERSET COUNTY, TO WIT:

To the Sheriff of Dorchester County, Greeting:

You are hereby commanded to summon Elsie Johnson Collins and Herbert Collins to appear in the cause of Bank of Somerset in the Circuit Court for Somerset County, at Princess Anne, Maryland, within thirty days after the service upon them of this summons and show cause, if any they may have, why the Judgement by Deficiency entered against them on the 29th day of December in favor of Bank of Somerset for $408.18 plus interest, fees, and costs, should be vacated, opened or modified. If no such cause be shown within thirty days said judgement will be deemed to be final to the same extent as a judgement entered after trial.

Return on this summons must be made on or before the first Monday in January Nineteen Hundred and Sixty.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 28th day of September Nineteen Hundred and Fifty-nine.

Issued the 29th day of December, 1959.

TO THE PERSON(S) SUMMONED:
Personal attendance in court on the day named in the summons is not required. The purpose of this summons is to notify you that a judgement by Deficiency has been entered against you in the Circuit Court for Somerset County. If you have any valid objection or defense to said judgement, you must filed such objection or defense in the office of the Clerk of this Court within thirty days after you receive this notice.

Plaintiff Attorney
Name Alexander G. Jones
Address Princess Anne, Md.

s/ Grace J. Barnes, Clerk

RETURN: "Received 30th day of December, 1959, and forthwith delivered to Sheriff of Dorchester County. Test: s/ Philip L. Cannon, Clerk."
"Summoned & copy of Summons, also copies of Declaration left with Herbert Collins & Elsie Johnson Collins. C. C. Creighton, Sheriff"

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

Per: Grace J. Barnes, Clerk

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in 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 Sixty.

Were Present,

Hon. W. Laird Henry, Jr. Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge
Grace J. Barnes, Clerk

Isaac H. Dorsey, Sheriff	and	
Charles E.Hearne, Jr., and James P. Bailey, Attorneys and Agents named in Mortgage to The Eastern Shore Building and Loan Corporation from Edward L. Ross and Irene Ross, his wife, Princess Anne, Maryland	:	No. 7553 Chancery In the Circuit Court for Somerset County, Maryland In Equity

Be it remembered that heretofore to wit, on the fourth day of November, in the year Nineteen Hundred and Fifty-Nine, a certain Charles E. Hearne, Jr., and James P. Bailey, Attorneys of Wicomico County and State of Maryland, exhibited and filed in the Circuit Court here an Order to Docket Case and an Orginal of a certain Mortgage, which said Order, and Original Mortgage, are in the words following, to wit:

Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in Mortgage from Edward L. Ross and Irene Ross, his wife.	:	No 7553 Chancery In the Circuit Court for Somerset County, Maryland

Mr. Clerk:

Please docket case as above and file for foreclosure original mortgage from Edward L. Ross and Irene Ross, his wife, dated May 20, 1957, and recorded among the Land Records of Somerset County, Maryland, in Liber B. L. B. No. 179, Folio 583, and enter the appearance of the undersigned as Solicitors for the Mortgagee, our address being Colonial Building, Salisbury, Maryland.

s/ Charles E. Hearne, Jr.
s/ James P. Bailey
Solicitors for Mortgagee

LIBER 179 PAGE 583

MORTGAGE EDWARD L. ROSS IRENE ROSS, his wife To THE EASTERN SHORE BUILDING AND LOAN CORPORATION	: : : : :	THIS MORTGAGE, Made this 20th day of May, A.D., 1957, by Edward L. Ross and Irene Ross, his wife, of Somerset County and State of Maryland, parties of the first part, Mortgagors; and The Eastern Shore Building and Loan Corporation, a corporation organized and existing under and by virtue of the laws of the State of Maryland, party of the second, Mortgagee;

WHEREAS, the said parties of the first part are members of The Eastern Shore Building and Loan Corporation aforesaid to the extent of fifty (50) shares, and as such members participating and sharing in the profits of said body corporate have received therefrom an advance or loan of FIVE THOUSAND DOLLARS ($5,000.00) on fifty (50) shares of stock, held and owned by said parties of the first part in their own right, being the par value of the same, for which they have given their certain writing obligatory bearing even date herewith; and

WHEREAS, it was and is a condition precedent to said loan as hereinbefore referred to being made that the repayment thereof, with interest, premium and fines, as hereinafter mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual mortgage on the property hereinafter described, wherefore, this mortgage is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar ($1.00), current money of the United States, to them in hand paid, the said Mortgagors do grant and convey unto the Eastern Shore Building and Loan Corporation, its successors and assigns, the following described land:

All that lot or parcel of land situate, lying and being in Dublin Election District, of

Somerset County and State of Maryland, binding on the Northerly side of the State Road leading from Princess Anne to Perryhawking, which is laid down and accurately described on the plat and certificate entitled "A Lot Surveyed for Edward L. Ross" dated September 23, 1955, made by W. Ballard Miles and recorded among the Land Records of Somerset County, Maryland, in Liber B.L.B. No. 175, Folio 219, containing 1.85 acres as shown and designated on said plat, and being the same land that was conveyed unto Edward L. Ross and Irene Ross, his wife, by Leroy Marriner and wife by deed dated October 29, 1955, and recorded among the aforesaid Land Records in Liber B.L.B. No. 174, Folio 217.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every of the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the said party hereto of the second part, its successors and assigns, in fee simple.

PROVIDED that if the said parties of the first part shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, hereby covenant with The Eastern Shore Buildong and Loan Corporation aforesaid, its successors and assigns, to pay and perform as follows:

To pay or cause to be paid unto the said The Eastern Shore Building and Loan Corporation at its office in Salisbury, Maryland, the sum of One Dollar($1.00) per month per share on fifty (50) shares in the said The Eastern Shore Building and Loan Corporation as provided by the By-Laws of said Corporation, to be applied as required by said By-Laws of said Corporatioh. The said installments of One Dollar ($1.00) per month per share shall be payable on the first day of each month after the date of this mortgage until Fifty shares of the capital stock of said Corporation shall have reached the par value of One Hundred Dollars per share and shall then repay to said Corporation the sum of FIVE THOUSAND DOLLARS ($5,000.00) together with interest, and shall otherwise carry in full the terms of this mortgage.

It is understood and agreed that all payments made against said stock shall be considered as payments on said loan, and such are not withdrawable, and as One Hundred Dollars ($100.00) accumulates toward the pricipal, the debt hereby secured shall be reduced by that amount, and each One Hundred Dollars ($1000.00), as available, shall be credited to the principal. And the said Mortgagors agree to keep said property insured against loss By fire and wind in at least the sum of FIVE THOUSAND DOLLARS ($5,000.00) for the benefit of this mortgage, to keep the premiums of such insurance, taxes, and all other public charges promptly paid, and to promptly pay and meet each payment of interest, premiums and dues and to pay the sum of FIVE THOUSAND DOLLARS ($5,000.00) as herein provided, as and when the same shall become due; and should there be any failure in any one of these particulars, the debt herein secured shall itself become due and payable, and its payment may be enforced as hereinafter set forth.

BUT incase the said Mortgagors shall make default and fail to pay the dues, interest, premium and fines, or any of them, for the space of four months, or fail to keep up the insurance herein provided for, or to pay taxes and public charges promptly, then due and payable by them, then the whole mortgage debt hereby secured shall become due and demandable, and these presents are hereby declared to be made in trust, and the said Mortgagee, or its successors or assigns, or Charles E. Hearne, Jr., Hamilton P. Fox, Jr., and /or James P. Bailey, its Attorney, is and they are hereby authorized and empowered to sell all of the property hereby mortgaged, or so much thereof as may be necessary, for cash, or upon such terms as may be prescribed by the party making the sale, and to convey the same to the purchaser or purchasers thereof, his, her ot their heirs and assigns, first giving at least twenty days' notice in some newspaper published in Wicomico County, Maryland, and the proceeds arising from said sale to apply,first, to the costs and expenses therof, including five per cent commission to the party making the sale;secondly, to all moneys owing hereunder, whether the same shall have then matured or not according to an account to be stated by the Secretary of said Corporation, and the balance, if any, to be paid to the said parties of the first part or whoever may be entitled thereto.

AND it is agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns, may occupy the premises hereby mortgaged and receive the rents and profits thereof.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the Mortgagee shall include any payee of the indebtness hereby secured or any transferee thereof whether by operation of law of otherwise.

AS WITNESS the hands and seals of the Mortgagors the day and year first above written.

TEST:

s/Fannie C. Pirie. s/Edward L. Ross (SEAL)
s/Irene Ross (SAEL)

State Stamp. $5.50

State of Maryland, Wicomico County, to-wit:

I HEREBY CERTIFY, That on this 20th day of May A.D., 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared
EDWARD L. ROSS AND IRENE ROSS, his wife,
and each acknowledged the aforegoing Mortgage to be their respective act; and at the same time also appeared
CLINTON E QUILLEN,
President of The Eastern Shore Building and Loan Corporation, and made oath in due form of law that the consideration stated in said mortgage is true as therein set forth, and that he is the duly authorizedAgent of said Mortgagee for the purpose of making this affidavit.
AS WITNESS my hand and Notorial Seal.

s/Fannie C. Pirie
Notary Public Notary Seal

RECEIVED FOR RECORD May 22, 1957 and recorded in Liber B.L.B. No. 179 Folio 583 one of the Land Records of Somerset County.

Per-s/Benjamin L. Barnes, Clerk.

And thereafter, on the same day, it being the Fourth day of November, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Military Affidavit and a Statement of Mortgage Debt, which said Military Affidavit and Statement of Mortgage Debt are in the words following, to wit:

CHARLES E. HEARNE,JR., and JAMES P. BAILEY, ATTORNEYS and Agents named in Mortgage to The Eastern Shore Buildong and Loan Corporation from EDWARD L. ROSS and IRENE ROSS, his wife Princess Anne, Maryland	:	No. 7553 Chancery In the Circuit Court for Somerset County, Maryland In Equity

.. ..

MILITARY AFFIDAVIT

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of November, A.D.,1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Clinton E. Quillen, President of The Eastern Shore Building and Loan Corporation, the with in Mortgagee, and made oath in due form of law that Edward L. Ross and Irene Ross, his wife, are not in the military service as hereinafter set forth and that they have not been in such military service within thirty (30) days prior to the making of this affidavit, such military service being referred to as follows:

(1) Military service of the United States of America or of the enlisted reserve groups thereof.

(2) Ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

(3) The military service of any nation with which the United States of America may be allied in the prosecution of war.

AS WITNESS my hand and Notorial Seal.

s/Ruth T. Donoway
Notary Public Notary Seal

Charles E. Hearne, Jr., and James P1 Bailey, Attorneys and Agents named in Mortgage to The Eastern Shore Building and Loan Corporation from Edward L. Ross and Irene Ross, his wife Princess Anne, Maryland	:	No. 7553 Chancery In the Circuit Court for Somerset County, Maryland In Equity

.. ..

STATEMENT OF MORTGAGE DEBT

To The Eastern Shore Building and Loan Corporation, Principal Balance	-$4504.00
Interest thereon from Octoberl, 1959 to November 27,1959 the date of sale	42.77
	$4546.77

STATE OF MARYLEND, WICOMICO CCUNTY, to-wit:

I HEREBY CERTIFY, That on this 3rd day of November, A.D., 1959, before me a subcriber, A Notary Public of the State of Maryland, in and for Wicomico County, personally appeared Clinton E. Quillen, President of The Eastern Shore Building and Loan Corporation, the within Mortgagee, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is trye and correct.

AS WITNESS my hand and Notorial Seal. s/Ruth T. Donoway
Notary Public (Notary Seal)

And thereafter, on the 18th day of November, in the year of Nineteen Hundred and Fifty-Nine, was filed in Court here, A Mortgagee's Bond, which said Bond is in the words following, to wit:

Liber 8 Page 196

FIDELITY AND DEPOSIT COMPANY

Home Office OF BALTIMORE Baltimore 3

No. 7553 Chancery

Know all men by these presents:

That we, Charles E. Hearne, Jr., and James P. Bailey, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND FIVE HUNDRED ($4500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seal and dated this 17th day of November,in the year of our Lord nineteen hundred and fifty-nine.

Whereas, the above bounden Charles E. Hearne, Jr., and James P. Bailey by virtue of the power contained in a mortgage from Edward L. Ross and Irene Ross, his wife,to The Eastern Shore Buildong and Loan Corporation bearing date the 20th day of May, 1957 and recorded among the mortgage records of Somerset County, Maryland, in Liber B.L.B. No. 179 Folio 583 and the said Charles E. Hearne, Jr., and James P. Bailey are about to sell the land and premises described, default having been makde in the paymentof the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the bounden Charles E. Hearne, Jr., and James P. Bailey do and shall well and truly and faithfully the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Wehreof, the above bounden Charles E. Hearne, Jr., and James P. Bailey has hereto set their hands and seals and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Ruth T. Donoday Charles E. Hearne, Jr. (SEAL)
James P. Bailey (SEAL)

Witness:
Ruth T. Donoway
As to Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

By-Charles E. Hearne, Jr.
Attorney in Fact

The within Bond approved
s/Grace J. Barnes, Clerk

Filed for record November 18, 1959 and recorded in Liber B.L.B. No. 8 Folio 196.
Test: s/Grace J. Barnes, Clerk.

And thereafter, on the Third day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Report of Sale and Distribution, Affidavit, and Order Nisi, which said Report of Sale and Distribution, Affidavit, and Order Nisi are in the words following, to wit:

Charles E. Hearne, Jr. and James P. Bailey, Attorneys and Agent named in Mortgage to The Eastern Shore Building and Loan Corporation from Edward L. Ross and Irene Ross, his wife Princess Anne, Maryland	:	No. 7553 Chancery In the Circuit Court for Somerset County, Maryland In Equity

.. ..

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in mortgage from Edward L. Ross and Irene Ross, his wife, dated May 20, 1957 and recorded among the Land Records of Somerset County, Maryland, in Liber B.L.B. No. 179Folio 583, default having been made in the payment of the money secured to be paid by said mortgage and in the payment of the interest thereon, and in other covenants and conditions of said mortgage whereby the entire mortgage debt has become due and demandable, respectfully shows:

That afterhaving given bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites as required by law and the said power contained in said mortgage, 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 published in in said Somerset County for at least twenty days before the date of sale as will appear by reference to the hereto attached Certificate of Publication of said notice of sale, they did, pursuant to said notice, attend at the front door of the Court House in Princess Anne, Somerset,County, Maryland, on the 27th day of November, A.D., 1959, at two o'clock P.M., and then and there did proceed to sell the real estate mentioned in said mortgage in the manner following, that is to say:

Your Attorneys and Agents offered at public auction to the highest bidder the real estate mentioned in said mortgage, same being described as all that lot or parcel of land situate, lying and being in Dublin Election District, of Somerset County and State of Maryland, binding on the Northerly side of the State Road leading from Princess Anne to Perryhawking, which is laid down and accuratley described on the plat and certificate entitled "A Lot surveyed for Edward L. Ross" dated September 23, 1955, made by W. Ballard Miles and recorded among the Land Records of Somerset County, Maryland, in Liber B.L.B. No.175, Folio 219, containing 1.85 acres as shown and designated on said plat, and being the same land the was conveyed unto Edward L. Ross and Irene Ross, his wife, by Leroy Marriner and wife by deed dated October 29, 1955 and recorded among the aforesaid Land Records in Liber BLL.B. No. 174, Folio 217.

AND these Attorneys and Agents, under and by virtue of the power of sale contained in the aforesaid mortgage, sold the atove described real estate unto Wilson Lee Tarr at and for the sum of SIX THOUSAND THREE HUNDRED DOLLARS ($6300.00), he being, at that sum, the highest bidder therefor, and the said Purchaser has complied with the said terms of sale.

AND these Attorneys and Agents further report and pray ratification of the distribution of the funds in their hands arising from said sale as follows:

To Amount received from sale		$6300.00
Distributed as follows:		
To balance due on mortgage & interest thereon to 11/27/59	4546.77	
To Grace J. Barnes, Clerk,costs	38.00	
To Charles E. Hearne, Jr. & James P. Bailey, commissions	327.00	
To Fidelity & Deposit Co., bond premium	18.00	
To Edwin Muir, auctioneer	20.00	
To Treasurer of Somerset County, 1959 taxes	85.14	
To Marylander & Herald,advertising costs	41.25	
To Marylander & Herald, Order Nisi	10.00	
		5086.16

Balance remaining in hands of said Attorneys & Agents & payable to Wilson Lee Tarr, second mortgagee $1213.84

Respectfully submitted,
s/ Charles E. Hearne, Jr.
s/ James P. Bailey
Attorneys and Agents-

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 30th day of Novemter A.D., 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale and distribution of the proceeds thereof are true to the best of their knowledge, information and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notorial Seal. s/Ruth T. Donoway
Notary Public (Notary Seal)

ORDER NISI

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this 3rd day of December, A.D., 1959, that the sale of the property mentioned in these proceedings and the distribution of the funds ariding from said sale, made and reported by Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in said mortgage under power contained in said mortgage to make sale as aforesaid, be ratified and confirmed, unless cause to the contrary be shown on or before the 13th day of January, A.D., 1960, provided that 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 28th day of December, A.D., 1959.

The report states the amount of sale to be SIX THOUSAND THREE HUNDRED DOLLARS ($6300.00)

Grace J. Barnes, Clerk

And thereafter, on the Fourteenth day of January, in the year Nineteen Hundred and Sixty, wasfilod in Court here a Final Order of Ratification , which said Final Order is in the words following, to wit.

Charles E.Hearne, Jr. and James P. Bailey, Attorneys and Agents named in Mortgage to The Eastern Shore Building and Loan Corporation from Edward L. Ross and Irene Ross, his wife, Princess Anne, Maryland	:	No. 7553 Chancery
	:	In the Circuit Court for
	:	Somerset County, Maryland
	:	In Equity
	:	

.. ..,

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this 14th day of January, A.D., 1959, that the sale and the distribution of the funds arising from said sale, made and reported by Charles E. Hearne, Jr. and James P. Bailey, Attorneys and Agents under power contained in 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.

s/ E.McMaster Duer, Judge

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

Per: Grace J. Barnes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in 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 Sixty.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge
Grace J. Barnes, Clerk.

Isaac H. Dorsey, Sheriff	and	
Lionel Bennett, Attorney named in mortgage made by Gordon Irvin Adams and Barbara Adams, his wife, to The Marine Bank	:	No. 7555 Chancery In the Circuit Court for Somerset County, Maryland In Equity

.. ..

Be it remembered that heretofore to wit, on the sisteenth day of November, in the year Nineteen Hundred and Fifty-Nine, a certain Lionel Bennett, Attorney of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here an Order to Docket Suit and an Orginal of a certain Mortgage, which said Order, and Orginal Mortgage, are in the words following, to wit:

Lionel Bennett, Attorney named in mortgage made by Gordon Irvin Adams and Barbara Adams, his wife	:	In Equity No. 7555 In the Circuit Court for Somerset County, Maryland

.. ..

The Clerk of the Corcuit Court for Somerset County will please docket the atove entitled case, file the original mortgage therein, to wit: mortgage dated July 17, 1956, and recorded among the landrecords of Somerset County in Liber BLB 177, folio 119.

s/Lionel Bennett
Attorney named in the above mortgage.

LIBER 177 FOLIO 119

MORTGAGE GORDON IRVIN ADAMS AND BARBARA ADAMS TO THE MARINE BANK OF CRISFIELD	: : : : : : :

THIS MORTGAGE, made this 17th day of July in the year nineteen hundred and fifty-six, by Gordon Irvin Adams and Barbara Adams, his wife, of Crisfield, Somerset County, Maryland.

WHEREAS Gordon Irvin Adams and Barbara Adams, his wife, are indebted to The Marine Bank of Crisfield, a domestic banking corporation of Crisfield, Maryland in the sum of eight thousand, three hundred and thirty dollars($8330.00), which is evidence by their bill obligatory, dated evenly herewith, payable to the order of the Marine Bank of Crisfield, with interest at four and one half per cent per annum on the unpaid principal until paid, principal and interest being payable at The Marine Bank of Crisfield, in monthly installments of sixty-three dollars and eighty- eight cents ($63.88), commencing on the first day of September, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the first day of August, 1971. But if default be made in the payment of said money, or the interest thereon to assrue, or in any part of either one of them at the time limited for the payment of the same, then the entire debt shall be deemed due and demandable.

AND WHEREAS for the purpose of further securing the payment of said sum and interest, when and as the same shall become due and payable this mortgage is executed.

NOW THEREFORE this mortgage witnesseth that in consideration of the premises and one dollar Gordon Irvin Adams and Barbara Adams, his wife, hereby grant to The Marine Bank of Crisfield, the following property:

DESCRIPTION

ALL that lot of land situate in the Town of Crisfield, Somerset County, Maryland, bounded and described as follows:

Bounded on the north by the lands of W. Edwin Riggin; on the south by Standard Avenue and fronting seventy feet thereupon; on the west by the lands of Edgar Willey and fronting sixty-five feet thereupon and on the east by the reserved land of Margaret A. Todd, the land hereby granted and conveyed being a rectangle and being sixty-five feet by seventy feet in size; said seventy feet fronting on said Standard Avenue and running back a uniform depth of sixty-five feet; being the same premises conveyed to the mortgagors herein by deed dated evenly

herewith and to be recorded prior hereto.

This mortgage is given to secure a portion of the purchase price of the premises described herein.

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

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

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

And it is agreed that until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying, in the mean time, all taxes and assessments, public debts and charges, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said mortgagors do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee its successors or assigns, or Lionel Bennett their Attorney or Agent, at any time after such default to sell the property hereby mortgage, or so much thereof as may be necessary, for cash to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey 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 saidproperty, 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 mature 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 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid;and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said mortgagors do further covenant to insure, and pending the existance of this mortgage to keep insured, the improvements on herely morpgaged land to the amount of at least eighty five hubdred dollars, and to cause the policy to be effected thereon to be so framed orrendorsed, asiin case of fire, to insure tothe 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, thesaid 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 indebtness 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: Lionel Bennett

Gordon Irvin Adams (SEAL)
Barbara Adams (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of July in the year nineteen hundred and fifty-six, before me, the subscriber, a notary public of the State of Maryland, in and for Somerset County personally appeared Gordon Irvin Adams and Barbara Adams, his wife, the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed; and at the same time and place also personally appeared before me William M. Wooster, Vice President of the Marine Bank of Crisfield, 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 he is duly authorized to make this affidavit.

Witness my hand and notorial seal
(Notary Seal)

s/ Lionel Bennett
Notary Public

RECEIVED FOR RECORD July 18, 1956, and recorded in Liber B.L.B. No. 177 Folio 119, one of the Land Records of Somerset County.

Per: s/Benjamin L. Barnes, Clerk.

And thereafter, on the 16th day of November, in the year of Nineteen Hundred and Fifty-Nine, was filed in Court here, A Mortgagee's Bond, which said Bond is in the words following,to wit:

MORTGAGEE OR ATTORNEYS' BOND No. 7555 Chancery

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Lionel Bennett, Crisfield, Maryland, as principal, of and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of November in the year of our Lord nineteen hundred and fifty-nine.

WHEREAS, THE above bounden Lionel Bennett by virtue of a power contained in mortgage from Gordon Irvin Adams and Barbara Adams, his wife, to The Marine Bank of Crisfield, dated July 17, 1956, and recorded in Liber BLB 177, Folio 119, one of the Land Record Books of Somerset County, Lionel Bennett is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Lionel Bennett is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

s/ Lula Mae Dize

s/ Lionel Bennett (SEAL)

s/ MARYLAND CASUALTY CO. (SEAL)
By Lionel Bennett
Attorney in fact

Attest:

The within bond approved.

Grace J. Barnes, Clerk

Filed for Record November 16, 1959; and recorded in Liber B.L.B. No. Bond 8, Folio 195

TEST: s/ Grace J. Barnes
Grace J. Barnes, Clerk

And thereafter, on the Sixteenth day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Report of Sale, Affidavit, and Order Nisi, which said Report of Sale, Affidavit, and Order Nisi are in the words following, to wit:

Lionel Bennett, Attorney namdd in	:	In Equity No. 7555
mortgage made by Gordon Irvin Adams	:	In the Circuit Court for
and Barbara Adams, his wife	:	Somerset County, Maryland

To the Honorable, the Judges of said Court:

The report of Lionel Bennett, attorney named in a certain mortgage made and executed by Gordon Irvin Adams and Barbara Adams, his wife, to The Marine Bank of Crisfield, dated July 16, 1956, and recorded among the land records of Somerset County in Liber BLB 177, folio 119, 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, whereas said mortgage debt has become due and demandable, respectfully represents to your Honors, that after giving bond with security approved by the Clerk of the 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, terms and place of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County once in a week for three successive weeks before the day of the sale, he did pursuant to said notice attend the Post Office in Crisfield, Maryland, on the 12th day of December, 1959, at 2:00 p.m. and then and there proceeded to sell the property described in said mortgage, to wit:

ALL that lot of land situate in the Town of Crisfield, Somerset County, Maryland, bounded and described as follows:

Bounded on the north by the lands of W. Edwin Riggin; on the south by Standard Avenue and fronting seventy feet thereupon; on the west by the lands of Edgar Willey and fronting sixty-five feet thereupon and on the east by the reserved land of Margaret A. Todd, the land hereby granted and conveyed being a rectangle and being sixty-five feet by seventy feet in size; said seventy feet fronting on said Standard Avenue and running back a uniform depth of sixty-five feet; being the same premises conveyed to Gordon Irvin Adams and Barbara Adams, his wife, by deed dated July 16, 1956, and recorded in Liber BLB 178, folio 234.

And sold the same to The Marine Bank of Crisfield, Crisfield, Maryland, it being then and there the highest bidder therefor, at and for the sum of $8,079.00, and the purchaser has complied with the terms of sale.

Respectfully submitted,

s/ Lionel Bennett, Attorney

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 14th day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Lionel Bennett, attorney 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 and belief and that the sale therein mentioned and reported was fairly made.

Witness my hand and notarial seal.

s/ Barbara Carey
Notary Public

Lionel Bennett, Attorney named in mortgage made by Gordon Irvin Adams and Barbara Adams, his wife	:	In Equity No. 7555 In the Circuit Court for Somerset County, Maryland

.. ..

ORDER NISI

Ordered that the sale of the property mentioned in these proceeding be ratified and confirmed unless cause to the contrary thereof be shown on or before the 20th day of January, 1960, 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 January, 1960.

The report states the amount of sale to be $8,079.00.

s/ Grace J. Barnes, Clerk

And thereafter, on the Twenty First of January, in theyear Nineteen Hundred and Sixty; was filed in Court here a Final Order, which said Final Order is in the words following, to wit.

Lionel Bennett, Attorney named in mortgage made by Gordon Irvin Adams and Barbara Adams, his wife	: : :	In Equity No. 7555 In the Circuit Court for Somerset County, Maryland

.. ..

Ordered by this Court this 21st day of January, that the sale made and reported by the attorney attorney be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

s/ E. McMaster Duer, Judge

And thereon, it is ordered by the Court here that the Proceedings aforesaid be entered on record according to law, and the same is accordingly done.

Per: Grace J. Barnes, Clerk.

January Term, 1960

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in 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 Sixty.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge
Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Henry F. Lankford, Assignee of James L. Marriner and Gertrude E. Marriner, his wife, mortgagees of a mortgage from John T. Hall and Lee A. Hall, his wife, mortgagors, Ex Parte

Be it remembered that heretofore, to wit, on the Eighteenth day of September, in the year Nineteen Hundred and Fifty-Nine, a certain Henry F. Lankford, Attorney of Worcester County, and State of Maryland, for and on behalf of the Complainant, James L. Marriner and Gertrude E. Marriner, his wife, filed in Court here an Order to Docket Suit and an Original Mortgage and Assignment of a certain Mortgage, which said Order and Original Mortgage and Assignment are in the words following, to wit;

Henry F. Lankford, Assignee , Ex Parte under power contained in Mortgage from John T. Hall and Lee A. Hall, his wife, to James L. Marriner and Gertrude E. Marriner, his wife	: : : : :	No. 7543 Chancery In the Circuit Court for Somerset County, Maryland In Equity

. . . . . .

ORDER TO DOCKET MORTGAGE FORECLOSURE

MRS. CLERK:

Please docket the above entitled cause.

s/ Henry F. Lankford
Henry F. Lankford
Solicitor

DATED: September 17, 1959

MORTGAGE

THIS MORTGAGE, Made this day of in the year nineteen hundred and Thirty Two by John T. Hall and Lee A. Hall, his wife both of Worcester County, State of Maryland.

WHEREAS, the said John T. Hall and Lee A. Hall, his wife, has borrowed of James L. Mariner and Gertrude E. Mariner his wife both of Baltimore City, State of Maryland Eighteen Hundred and twenty-four Dollars and eighty cents and have given them a note for the said $1824.80 of even date herewith and the said John T. Hall and Lee A. Hall, his wife desiring to further secure the amount of the said note to the said James L. Mariner and Gertrude E. Mariner, his wife, do make and execute the foregoing mortgage due and payable according to the terms of the said promissory note of even date herewith five years after date

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said John T. Hall and Lee A. Hall, his wife hereby grant and convey bargain and sell unto the said James L. Mariner and Gertrude E. Mariner, his wife all that lot tract, and parcel of Marsh land binding on the western side of the Pocomoke River, opposite the Beverly Farm, and known of the "Rufus Hughes Marsh" in Brinkley's District, Somerset County, Maryland and being the same marsh land that was conveyed to the said John T. Hall and Samuel T. Hall by a deed dated March 1910, from James Powell and wife, Coley Hope and wife and others, said deed being duly recorded among the Land Records of Somerset County, Maryland and being the same Marshaland conveyed by Samuel F. Hall and wife by deed dated 1917 to the said John T. Hall both deeds are duly recorded amongst the land records of Somerset County, Maryland and are mentioned for a further description of the said marsh land containing by estimation about one hundred and sixty acres of marsh land more or less.

Together with the buildings and improvements thereon, and the rights, ways, waters, liberties, hereditaments, privileges and appurtenances thereto in any wise appertaining or belonging and the reversons and remainders, and the rents, issues and profits thereof.

PROVIDED, That if the said John T. Hall and Lee A. Hall theirs, executors, administrators or assigns, shall pay to the said James L. Mariner and Gertrude E. Marriner or assigns, the said sum of eighteen Hundred and twenty Four 80/100 Dollars, and the interest thereon, according to the tenor of said promissory note, and shall perform all the covenants and agreements herein on Their part to be performed, then this mortgage shall be void.

AND the said John T. Hall and Lee A. Hall and assigns do hereby covenant with the said James L. Mariner and Gertrude E. Mariner and assigns that are lawfully seized of the property conveyed; that They have not done or suffered to be done any deed, act or thing whereby the land or premises hereby conveyed or any part thereof has been charged, affected, or encumbered, in title, estate or otherwise; that they will not suffer or permit any strip or waste of the mortgaged premises; that they will keep all buildings in good and substantial repair; that they will pay all taxes and assessments, public dues or charges of whatsoever kind or description, levied or assessed, or to be levied and assessed against the said mortgaged property when legally demanded; that they will pay the mortgage debt and interest thereon when the same is due and payable according to the tenor of said promissory note:

AND it is agreed, that until default be made in the premises, the said John T. Hall and Lee A. Hall, his wife, heirs, or assigns may hold and possess the aforesaid property.

BUT in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in event of a breach of any covenant, agreement, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and demandable, and these presents are hereby declared to be made in Trust, and the said James L. Mariner and Gertrude E. Mariner, his wife assigns, or their duly constituted Agent or Attorney, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged together with all growing crops thereon, or so much thereof as may be necessary, and to grant and convey the same to th purchaser or purchasers thereof, or to his, her, or their heirs or assigns, which sale shall be made in the manner following, vis; by giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Somerset County aforesaid, the terms and place being such as the party making said sale may deem best, and the proceeds arising from such sale to be applied; first, to the payment of all expenses incident to such sale or incurred on account of said mortgaged premises, including all counsel fees that the mortgagee or the party making such sale, may be caused to incur in connection with the foreclosure of this mortgage, and also such commissions to the party making said sale as are allowed to trustees to sell real estate under a decree of the Circuit Court for Somerset County, in equity; secondly, to the payment of all monies owing

under this mortgage, whether the same may have then matured or not; and as to the balance, to pay it over to the mortgagors, Their heirs, executors, administrators or assigns.

AND it is further agreed, by and between the parties hereto, that in case the said John T. Hall and Lee A. Hall theirs, executors, administrators or assigns shall desire to pay the aforesaid mortgage debt or interest after default has occured in its payment, in whole or in part, or a breach has been made in any covenant, agreement, or condition of this mortgage, then in addition to the money due under this mortgage to pay all costs, expenses and counsel fees, that may have been incurred by the mortgagee, or assigns, or the above named Attorney or Agent in instituting foreclosure proce dings, or in preparing to institute the same, or in collecting the mortgage the mortgage debt, and also one-half of the commissions that the mortgagee or the party making the sale would have received, or have been entitled to receive, if a sale had been made under the power contained in this mortgage, (in which event such commissions are to be calculated on the amount of this mortgage debt), and no tender in such case of the mortgage debt and interest alone shall be valid unless accompanied by said costs, expenses, counsel fee and one-half commissions.

Witness the hands and seals of the said mortgagors, the day and year first above written.

WITNESS:
s/ R. E. Hunt.

s/ John T. Hall (SEAL)
s/ Lee A. Hall

STATE OF MARYLAND, COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 6th day of September, in the year one thousand nine hundred and Thirty two, before the subscriber, A Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John T. Hall and Lee A. Hall his wife each their James L. Mariner and Gertrude E. Mariner the within named mortgagees, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth.

Acknowledged and sworn to before

s/ Raymond E. Hunt
Notary Public

(SEAL OF NOTARY)

Received for Record Oct. 24, 1932 and recorded in Liber J. M. T. No. 104, Folio 108 one of the Land Records of Somerset Co.

Per s/ J. Millard Tawes, Clerk

ASSIGNMENT

We hereby assign the within and aforegoing mortgage unto Henry F. Lankford for the purpose of foreclosure.

As witness our hands and seals this 15th day of September, 1959.

s/ James L. Marriner (SEAL)
James L. Marriner

Test:
s/ Suzanne S. Pusey

s/ Gertrude E. Marriner (SEAL)
Gertrude E. Marriner

And thereafter, on the same day, it being the Eighteenth day of September, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Affidavit which said Affidavit is in the words following, to wit;

Henry F. Lankford, Assignee of James	:	No. 7543 Chancery
L. Marriner and Gertrude E. Marriner,	:	In the Circuit Court for
his wife, mortgagees of a mortgage from	:	Somerset County, Maryland
John T. Hall and Lee A. Hall, his wife,	:	In Equity
mortgagors, Ex Parte	:	

STATE OF MARYLAND, WORCESTER COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 17th day of September, in the year nineteen hundred fifty-nine, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared James L. Marriner and Gertrude E. Marriner, his wife, and made oath in due form of law that the said John T. Hall and Lee A. Hall, his wife, are not, nor is either of them in the military service as defined by the Soldiers' and Sailors; Civil Relief Act of 1940, and as defined by Chapter 710 of the Acts of the General Assembly of Maryland, 1941 Session.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal the day and year last herein written.

s/ Suzanne S. Pusey
Suzanne S. Pusey
Notary Public

(SEAL OF NOTARY)

And thereafter, on the same day, it being the Eighteenth day of September, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Statement of Mortgage Claim and Affidavit which said Statement and Affidavit are in the words following, to wit:

STATEMENT OF MORTGAGE CLAIM AND AFFIDAVIT

Statement of Mortgage claim of James L. Marriner and Gertrude E. Marriner, his wife, mortgagees, of a mortgage from John T. Hall and Lee A. Hall, his wife, mortgagors, dated September 6, 1932.

Unpaid balance as of 10/17/59	$ 1,824.80
Interest at 6% from 8/16/43 to 10/17/59	1,768.71
Total.....	$ 3,593.51

STATE OF MARYLAND, WORCESTER COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 17th day of September, in the year nineteen hundred fifty-nine, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared James L. Marriner and Gertrude E. Marriner, his wife, mortgagees as aforesaid, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due the said James L. Marriner and Gertrude E. Marriner, his wife, on the mortgage claim. described above and that they have not received any security or satisfaction therefor, other than above noted.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal the day and year last herein written.

(SEAL OF NOTARY)

s/ Susanne S. Pusey
Susanne S. Pusey
Notary Public

And thereafter, on the Fifteenth day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Bond which said Bond is in the words following, to wit;

Henry F. Lankford, Assignee of James L. Marriner, and Gertrude E. Marriner, his wife, mortgagees of a mortgage from John T. Hall and Lee A. Hall, his wife, mortgagors, Ex Parte	:	No. 7543 Chancery In the Circuit Court for Somerset County, Maryland In Equity

....

B O N D

LIBER 8 PAGE 191

No. 7543 Chancery

KNOW ALL MEN BY THESE PRESENTS, that we, Henry F. Lankford, of Worcester County, Maryland, as principal and Maryland Casualty Company, a Maryland corporation, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars ($4,000.00), to be paid to the said State of Maryland, or its attorney, towhich payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 8th. day of October, in the year nineteen hundred fifty-nine.

WHEREAS, the above bounden, Henry F. Lankford, by virtue of the power contained in a mortgage of real estate from John T. Hall and Lee A. Hall, his wife, mortgagors ex parte, to James L. Mariner and Gertrude E. Mariner, his wife, mortgagees, which said mortgage ofreal and personal property was duly assigned to the said Henry F. Lankford by mesne aggignments, for the purpose of foreclosure, and the foreclosure proceedings in Cause No. 7543 on the Chancery Docket of the Circuit Court for Somerset County, Maryland, having been docketed, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money specified and in the conditions and covenants therein contained.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that, if the above bounden Henry F. Lankford, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

LIBER 8 PAGE 192

IN TESTIMONY WHEREOF, the above bounden, Henry F. Lankford, has hereto set his hand and seal ann the said body corporate has caused these presents to be duly signed by its attorney-in fact, the day and year first herein written.

s/ Henry P. Lankford (SEAL)
HENRY P. LANKFORD, PRINCIPAL

MARYLAND CASUALTY COMPANY
A Maryled Corporation

BY s/ J. William Garlick (SEAL)
J. WILLIAM GARLICK
Attorney-in-fact

Signed, sealed and delivered
in the presente of:
s/ Suzanne S. Pusey

(CORPORATE SEAL)

The within Bond approved.
s/ Grace J. Barnes, Clerk

Filed for Record October 15, 1959, and recorded in Liber B.L.B. No. Bond 8, Folio 191.
s/ Grace J. Barnes, Clerk

And thereafter, on the Twentieth day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sale, Affidavit and Order Nisi which said Report of Sale, Affidavit and Order Nisi are in the words following, to wit:

Henry F. Lankford, Assignee of James L.	:	No. 7543 Chancery
Marriner and Gertrude E. Marriner, his	:	In the Circuit Court for
wife, mortgagees of a mortgage from John	:	Somerset County, Maryland
T. Hall and Lee A. Hall, his wife,	:	In Equity
mortgagors, Ex Parte	:	

.. ..

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Henry F. Lankford, Assignee as hereinafter set forth respectfully shows that under and by virtue of the Power of Sale contained in a mortgage from John T. Hall and Lee A. Hall, his wife, to James L. Marriner and Gertrude E. Marriner, his wife, dated September 6, 1932, and 6, 1932, and recorded among the Land Records of Somerset County, Maryland, in Liber J.M.T. No. 104, folio 108 et seq. and duly assigned unto Henry F. Lankford for the purpose of foreclosure, default having occured under the terms, conditions and covenants of said mortgage, he, the said Henry F. Lankford, Assignee for the purpose of foreclosure as aforesaid, after having first filed in this Court a bond with security as required by law, which bond was duly approved in this Court and after first giving due public notice of the time, place, manner and terms of sale in the Marylander and Herald, a weekly newspaper printed and published in said Somerset County, at least twenty days prior to said sale, pursuant to said notice did attend at the time and place of sale as advertised that is to say, in front of the Court House in Princess Anne, Somerset County, Maryland, on Saturday, October 17, 1959, at the hour of 2:00 o'clock P.M. and did then and there proceed to sell at public auction the real estate in said mortgage contained, in manner following, that is to say, the said Henry F. Lankford, Assignee as aforesaid, offered at public auction to the highest bidder, all that lot tract and parcel of Marsh land binding on the western side of the Pocomoke River, opposite the Beverly Farm and known as the "Rufus Hughs Marsh" in Brinkley's District, Somerset County, Maryland, and being the same marsh land that was conveyed to the said John T. Hall and Samuel F. Hall by a deed dated March, 1910 from James Powell and wife, Coley Hope and wife and others, said deed being duly recorded among the Land Records of Somerset County, Maryland, and being the same marsh land conveyed by Samuel F. Hall and wife by deed dated 1917 to the said John T. Hall, both deeds are duly recorded among the Land Records of Somerset County, Maryland, and aremention ed for a further description of the said marsh landcontaining by estimation about one hundred and sixty acres of marsh land, more or less, and sold the same to Morgan K. Bennett and Mildred B. Bennett, his wife, as tenants by the entireties, at and for the sum of four thousand four hundred dollars ($4,400.00), the said Morgan K. Bennett and Mildred B. Bennett, his wife, being the highest bidders therefor at and for the sum named and the terms of sale having been fully complied with.

AND AS IN DUTY BOUND, ETC.

s/ Henry F. Lankford
Henry F. Lankford
Assignee

STATE OF MARYLAND, WORCESTER COUNTY, TO-WIT:

I HEREBY CERTIFY THAT ON this 19th day of October, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Henry F. Lankford, Assignee, as set forth in the aforegoing report of sale, and made oath in due form of law that the matters and facts therein stated are true and correct to the best of his information, knowledge and belief, and that the sale therein reported was fairly made.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal the day and year last above written.

s/ Suzanne S. Pusey
Suzanne S. Pusey
Notary Public

(SEAL OF NOTARY)

ORDER NISI

ORDERED that the sale made and reported by Henry F. Lankford, Assignee for the sale of the real estate in the above cause described, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of December, 1959, provided a copy of this Order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 20th day of November, 1959.

The report states that the amount of sale to be four thousand four hundred dollars ($4,400.00)

s/ Grace J. Barnes
Clerk

And thereafter, on the Eighth day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Final Order which said Final Order is in the words following, towit:

FINAL ORDER

ORDERED by the Circuit Court for Somerset County, Maryland, in Equity, this 8th day of December, 1959, that the sale made and reported by Henry F. Lankford, Assignee, as set forth in the aforegoing report of Sale, be and the sale 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.

s/ E. McMaster Duer
JUDGE

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

Per: Grace J. Barnes , Clerk

* *

March Term, 1960

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term offthe Circuit Court for Somerset County, in Equity, begun andheld in Princess Anne Town, in and for said County, on the first Monday in Marhh, being the seventh day of the same month, in the year of our Lord One Thousand Nine Hundred and Sixty.

Were Present,
Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge
Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Henry E. White
Deal Island, Maryland
vs.
Ozra Hall Vetra, 4812 Baltimore Avenue, Philadelphia, Pennsylvania; Samuel B. White, 4450 Franklin Avenue, Hollywood, California; and Doris Pippin, 102 W. 42nd Street, Wilmington, Delaware

Be it remembered that heretofore, to wit, on the Seventeenth day of August, in the year Nineteen Hundred and Fifty-Nine, a certain Harry C. Dashiell, Attorney of Somerset County and State of Maryland, for and on behalf of Henry E. White, exhibited and filed in the Circuit Court here a Bill of Complaint, which said Bill of Complaint is in the words following, to wit:

Henry E. White	:	No. 7536 Chancery
vs.	:	In the Circuit Court for
Ozra Hall Vetra, Samuel B. White, and Doris Pippin	:	Somerset County, Maryland
	:	In Equity

.. .. : .. ..

To the Honorable, the Judges of said Court:

The Bill of Complaint of Henry E. White, the Plaintiff in the above entitled cause, respectively represents:

FIRST: That a certain Indiana White, late of Somerset County and State of Maryland, deceased, was in her life time and at the time of her death, seized and possessed, in fee simple of a lot or parcel of land in Deal Island Election District in said Somerset County and State of Maryland.

SECOND: That being so seized and possessed the said Indiana White departed this life in the month of April, 1935, leaving no husband surviving her, but leaving surviving her as her heirs at law the following children and grandchildren, that is to say: a daughter, Beulah White Mosteller, an adult, who resided in said Somerset County, Maryland, another daughter who is now Indian White Cowell, an adult who then resided in Somerset County, Maryland, a son Roger White, an adult, who is now living in the State of Louisiana, a son, Thomas B. White, andadult, who is now living in the State of California, a son, Henry E. White, who is the Plaintiff in this suit, an adult, who resides on Deal Island, in said Somerset County, Maryland, another son, the Defendant, Samuel Benjamin White, an adult, who resides in the State of California and the Defendants Doris Pippin and Osra Hall Vetra, both adults and both the daughters of a certain Liszie White Duffy, a daughter of the said Indiana White, who died before the death of her said mother leaving the two daughters mentioned.

THIRD: That after the death of her said mother, the said Beulah White Mosteller departed this life in-testate and her interest in the real estate of the said Indiana White descended by operation of law unto her said brothers and sisters and her two nieces mentioned in the second paragraph of this Bill.

FOURTH: That the Plaintiff herein Henry E. White acquired by a deed dated June 9, 1959 and recorded among the Land Records of said Somerset County in Liber OJB No. 194, folio 37, all of the interest of the said Roger P. White and Thomas B. White and Beulah A. Mosteller and India White Cowell, which together with his own interest in his mother's home place gives him an undivided five-sevenths interest in said real estate and that the remaining two-sevenths interest in said real estate is owned by the defendant, Samuel B. White, an adult, who resides 4450 Franklin Avenue, Hollywood, California, Ozra Hall Vetra, an adult, who resides at 4812 Baltimore Avenue, Philadelphia, Pennsylvania and Doris Pippin, who resides at 102 West 42nd Street, Wilmington, Delaware.

FIFTH: That the said Indiana White left no personal property at the time of her death and no letters of administration have ever been issued thereon.

SIXTH: That the said real estate is no susceptible of partition or division among the parties entitled to interest therein without material loss and injury to said parties and that in order to make a division in said interests it would be necessary that said real estate be sold and that the proceeds thereof be divided among the parties according to their several interests.

To the end therefor,

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

B. That the proceeds of said sale may be distributed to the parties to this suit in accordance with several interest therein.

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

May it please your Honor, to grant unto your orator an Order of Publication giving notice to the said Samuel Benjamin White, an adult, who resides at 4450 Franklin Avenue, Hollywood, California and unto Ozra Hall Vetra, anadult, who resides at 4812 Baltimore Avenue, Philadelphia, Pennsylvania and to Doris Pippin, an adult, residing at 102 W. 42nd Street, Wilmington, Delaware, who are non-residents of the State of Magland, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause if any they have why a decree ought not to be passed as prayed.

And as in duty bound, etc.

s/ Harry C. Dashiell
Harry C. Dashiell
Solicitor for Complainant

And thereafter, on the same day, it being the Seventeenth day of August, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Order of Publication, which said Order of of Publication is in the words following, to wit:

Henry E. White	:	No. 9536 Chancery
vs.	:	In the Circuit Court for
Ozra Hall Vetra, Samuel B. White, and Doris Pippin	:	Somerset County, Maryland

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of real estate on Deals Island in Deals Island Election District, Somerset County, State of Maryland.

The Bill states that Indiana White, late of Somerset County, deceased, was in her life time and/at the time of her death seized and possessed, in fee simple, of a lot or parcel of valuable real estate in Deals Island Election District in Somerset County, Maryland; that being so seized the said Indiana White departed this life in April, 1935, leaving no husband surviving her, but leaving as her heirs at law the following children and grand children, namely; a daughter Beulah White Mosteller, an adult, who resided in said Somerset County, Maryland, another daughter who is now India White Cowell, and adult who then resided in said Somerset County, a son Roger White, an adult, who is now living in the State of Louisiana, a son Thomas B. White, an adult, who resides in the State of California, a son Henry E. White, who is the Plaintiff in this suit, an adult who resides in said Somerset County, another the defendant Samuel Benjamin White, an adult, who is now living in the State of California and the defendants Doris Pippin and Ozra Hall Vetra, both adults and both the daughters of a certain Lizzie White Duffy, a daughter of the said Indiana White, who died before the death of her said mother, leaving the two daughters mentioned; that after the death of her said mother The said Beulah White Mosteller departed this life intestate and her interest in the real estate was inheirted by her brothers and sisters and her two nieces mentioned herein; that the Plaintiff herein acquired by deed dated June 9, 1959, and recorded in Liber OJB No. 194, folio 37, all the interest of the said RogertP. White and Thomas B. White and Beulah A. Mosteller and India White Cowell, which together with his own interest in his mother's home place gives him an undivided five-sevenths interest in said real estate and the remaining two-sevenths interest is owned by the defendants, Samuel Benjamin White, an adult, who resides at 4450 Franklin Avenue, Hollywood, California, Ozra Hall Vetra, an adult, who resides at 4812 Baltimore Avenue,

Philadelphia, Pennsylvania and Doris Pippin, 102 West 42nd Street, Wilmington, Delaware; that the said Indiana White left no personal estate at the time of her death; that the said real estate is not susceptible of partition or division among the parties entitled to interest therein without material loss and injury to said parties and that in order to make a division it would be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

It is thereupon this 17th day of August, 1959, Ordered by the Circuit Court for Somerset County, in Equity, that the Plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Somerset County, once in each of four successive weeks before the 11th day of September, 1959, give notice to the absent defendants of the object and substance of this Bill, warning them to appear in this Court, in person or by solicitor, on or before the 5th day of October, 1959, to show cause, if any they have, why a decree ought not to be passed as prayed.

s/ Grace J. Barnes, CLERK

And thereafter, on the first day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Answer which said Answer is in the words following, to wit;

Henry E. White	:	No. 7536 Chancery
vs.	:	In the Circuit Court for
Ozra Hall Vetra, Samuel B. White, and Doris Pippin	:	Somerset County, Maryland

.. .. : .. ..

ANSWER

The Answer of Ozra Hall Vetra, Samuel B. White, and Doris Pippin to the bill of complaint in this cause exhibited against them, by Simpkins and Simpkins, their attorneys, respectfully represents:

FIRST: The respondents admit the allegations set forth in paragraph one of the said Bill.

SECOND: The respondents admit the allegations set forth in paragraph two of the said Bill.

THIRD: The respondents admit the allegations set forth in paragraph three of the said Bill.

FOURTH: The respondents deny that the complainant is the owner of an undivided five-sevenths (5/7) interest in said property, and in further answering aver that the property is owned two-thirds (2/3) by the complainant and one-third (1/3) by the respondents.

FIFTH: The respondents admit the allegations set forth in paragraph five of the said Bill.

SIXTH: The respondents admit the allegations set forth in paragraph six of the said Bill.

And having fully answered said Bill of Complaint, the respondents respectfully pray this Honorable Court to grant the relief prayed for and order the proceeds of sale after usual cost, disbursed to the respective parties rightfully entitled thereto, as set out in paragraph four above.

AND, AS IN DUTY BOUND, etc.

SIMPKINS AND SIMPKINS
BY s/ Thos. S. Simpkins
Attorneys for Respondents

I hereby certify that I have on this 1 day of October, 1959, mailed by regular U. S. Mail, postage prepaid, a copy of the aforegoing Answer to Harry C. Dashiell, Esquire, Attorney for the Complainant in the above entitled cause, to his offices at Princess Anne, Maryland.

s/ Thos. S. Simpkins
Attorneys for Respondents

And thereafter, on the Seventh day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Decree which said Decree is in the words following, to wit:

T

DECREE

This cause standing ready for hearing, and being submitted without argument, the proceedings were read and considered, and it appearing that the three defendants Ozra Hall Vetra, Samuel B. White and Doris Pippin, all being adults, have filed their answer in this cause through their attorneys, Simpkins and Simpkins, and in said answer the said defendants admit all the material allegations of the Bill of Complaint and consent to the passing of the Decree.

It is thereupon this 7th day of October, 1959, 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 Harry C. Dashiell and Thomas S. Simpkins be, and they are hereby appointed trustees to make such sale and the course and manner of the proceeding shall be as follows:

They shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by themselves and a Corporate Surety to be approved by the said Clerk in the penalty of Twenty-five hundred dollars ($2500), conditioned for the faithful performance

of the trust reposed in them by this decree, or that may be reposed in them by any future order or decree in the premises; they shall then proceed to make sale of said real estate, having first given at least three weeks previous notice, inserted in some newspaper printed and published in said county and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: one-half in cash on the day of sale and the balance in six months from the date of sale to be secured by the bond of the purchaser with approved security or all cash at the option of the purchaser or purchasers.

And as soon as may be convenient after such sale, the said trustees shall return to this Court a full and particular account of the same with an affidavit ofthe truth thereof and of the fairness ofsuch sale annexed. And on the ratification of such sale by this Court, and on the payment of the whole purchase money, and not before, the said trustees by good and sufficient deed to be executed and acknowledged accord ng to law, shall convey to the purchaser or purchasers of said property, to his, her or their heirs and 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 trustees shall bring into this Court the money arising on said sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall have appeared to discharge their trust.

s/ E. McMaster Duer
Judge

And thereafter, on the Thirteenth day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here, a Bond, which said Bond is in the words following, to wit:

BOND

LIBER 8 PAGE 190

No. 7536 Chancery

KNOW ALL MEN BY THESE PRESENTS that we Harry C. Dashiell and Thomas S. Simpkins, principals, of Somerset County and State of Maryland, and the American Surety Company of New York, a corporation created and existing under the laws of the State of New York, as surety, are held and justly bound unto the State of Maryland in the full and just sum of Twenty-five hundred dollars ($2500.00), to be paid to the said State of Maryland, or its certain attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, personal representatives and assigns, firmly by these presents, sealed with our seals and dated this 9th day of October, 1959.

WHEREAS by a decree of the Circuit Court of Somerset County, in Equity, passed on the 6th day of October, 1959, in a cause pending in said Court, wherein Harry E. White is complainant and Samuel B. White, et al, are respondents, the same being No. 7536, Chancery on the Chancery docket of said Court, the said Harry C. Dashiell and Thomas S. Simpkins have been appointed trustees to make sale of the real estate therein mentioned and described, all of which will appear by reference to the proceedings in said cause.

NOW THEREFORE this obligation witnesseth that if the above bounden Harry C. Dashiell and Thomas S. Simpkins, do and shall well, truly and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

(CORPORATE SEAL)

AS WITNESS the hands and seals of the said Harry C. Dashiell and the said Thomas S. Simpkins, the Corporate seal of the American Surety Company, a corporation as aforesaid and the hand of Harry C. Dashiell, attorney in fact, the day and year first above written.

s/ Harry C. Dashiell (SEAL)
Harry C. Dashiell

s/ Thomas S. Simpkins (SEAL)
Thomas S. Simpkins

AMERICAN SURETY COMPANY OF NEW YORK

BY s/ Harry C. Dashiell
Attorney in fact

The within Bond Approved.
s/ Grace J. Barnes, Clerk

TEST:
s/ O. Beverly Holland

Filed for Record October 13, 1959, and recorded in Liber B. B. B. No. Bond 8, Folio 190.
Test: s/ Grace J. Barnes, Clerk

And thereafter, on the Twelfth day of November, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Report of Sale and Order Nisi which said Report of Sale and Order Nisi are in the words following, to wit:

Henry E. White
vs.

Henry E. White	:	No. 7536 Chancery
vs.	:	In the Circuit Court for
Samuel B. White, Ozra Hall Vetra, and Doris Pippin	:	Somerset County, Maryland

.. ..:.. .. .. ..

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry C. Dashiell and Thomas S. Simpkins, Trustees in the above entitled cause, appointed by a decree of this Court, dated October 7th, 1959, to make sale of the real estate therein mentioned, respectfully represents:

That by virtue of thepower and authority contained in said decree and after giving bond with approved security, as required by law, conditioned upon the faithful performance of the trust reposed in them by said decree, and after having given atleast twenty one 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 bills posted at the Court House door and circulated in said County, the said Trustees did, in pursuance of said notice, attend at the Court House door in Princess Anne, Maryland, on Tuesday, November 10, 1959, 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 covered by said decree, as follows:

All that tract or parcel of land in Deals Island Election District, Somerset County, Maryland, lying and binding on the north side of the State Road leading through said Deal Island, bounded on the north, east and west by other land of the said Henry E. White, and said lot being 24 feet by 330 feet.

IT being the same/and all of the land whereon the late Indiana F. White resided in her life time and at the time of her death, and being the same and all of the land which was conveyed unto the said Indiana/White by Samuel Webster and wife, by deed dated July 4, 1874, and recorded among the Land Records of said Somerset County in Liber L. W. No. 15, folio 12 etc., and the said land upon the death of the said Indiana F. White descended to her children, as her only heirs at law, who are the parties to said Chancery cause. This property is improved by a two stowy, frame dwelling.

AND your said Trustees sold the said property above described to the said Henry E. White, he being the highest and best bidder there for, at and for the sum of fifteen hundred dollars ($1500.00), and the said purchaser has complied with therterms of said sale to the satisfaction of the said Trustees.

ALL of which is respectfully submitted,

s/ Harry C. Dashiell
s/ Thos. S. Simpkins
TRUSTEES

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I hereby certify that on this 12th day of November, 1959, before me the subscriber, Clerk of the Circuit Court for/Somerset County, personally appeared Harry C. Dashiell and Thomas S. Simpkins, Trustees mentioned in the aforegoing Report of Sales, and made oath in due form of law that the matters and facts staed in the aforegoing Report of Sales, are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

s/ Grace J. Barnes
Clerk of the Circuit Court.

ORDER NISI

ORDERED, by the Circuit Court for Somerset County, in Equity, this 12th day of November, 1999, that the Report of Sales of Harry C. Dashiell and Thomas S. Simpkins, Trustees mentioned in the aforegoing report and the sale of the real estate therein reported be and the same are hereby ratified and confirmed, unless cause to the contrary thereof appear by exception filed on or before the 12th day of December, 1959,; provided a copy of this order be inserted in some newspaper printed in said Somerset County, once in each of three successive weeks befor e the 7th day of December , 1959.

The report states the amount of Sales to be $ 1500.00.

s/ Grace J. Barnes,
Clerk

And thereafter, on the Twenty-Second day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court her a Final Order which said Final Order is in the words following, towit:

IT having been proved to the Court that a copy of the preceeding ORDER NISI has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown it is this 22nd day of December, 1959, adjudged ordered and decreed by the Circuit Court for said Somerset County, in Equity, that the within report of sales of Harry C. Dashiell and Thomas S. Simpkins, Trustees, and the sale of the real estate

by them reported, be and the same is hereby finally ratified and confirmed.

s/ E. McMaster 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: Grace J. Barnes , Clerk

****

May Term, 1960

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, In Equity, begun and held in 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 Sixty.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child

Isaac H. Dorsey, Esq., Sheriff and Grace J. Barnes, Clerk

Rena Evans, widow; Charles W. Goldsborough, Jr. and Catherine M. Goldsborough, his wife; Audrey Rayfield, widow; Mayme B. Powell, widow; Ella Goldsborough, widow; Robert Goldsborough and Minnie Goldsborough, his wife; Marie G. Rose, widow; Lenora Bradshaw and George Bradshaw, her husband; Otwell Goldsborough and Agnes Goldsborough, his wife; John Goldsborough and Mary Goldsborough, his wife; Frances Goldsborough, widow; Ruth G. Ward and Jackie Ward, her husband; Elmira Burke and Richard Burke, her husband; Kelly Coulbourne and Mary Coulbourne, his wife

COMPLAINANTS

VS.

Charles W. Goldsborough, III, and
John F. Goldsborough, Infants, both of
Crisfield, Maryland

RESPONDENTS

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Be it remembered that heretofore to wit, on the Twenty-Sixth day of October, in the year Nineteen Hundred and Fifty-Nine, a certain Thomas S. Simpkins, attorney, of the Law Firm of Simpkins and Simpkins of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, a Bill of Complaint which said Bill of Complaint is in the words following, to wit:

Rena Evans, widow; Charles W. Goldsborough, Jr. and Catherine M. Goldsborough, his wife; Audrey Rayfield, widow; Mayme B. Powell, widow; Ella Goldsborough, widow; Robert Goldsborough and Minnie Goldsborough, his wife; Marie G. Rose, widow; Lenora Bradshaw and George Bradshaw, her husband; Otwell Goldsborough and Agnes Goldsborough, his wife; John Goldsborough and Mary Goldsborough, his wife; Frances Goldsborough, widow; Ruth G. Ward and Jackie Ward, her husband; Elmira Burke and Richard Burke, her husband; Kelly Coulbourne and Mary Coulbourne, his wife

vs.

Charles W. Goldsborough, III and
John F. Goldsborough, infants

: No. 7548 Chancery
: In the Circuit Court
: for Somerset County
: Maryland
: In Equity

.. .. : .. ..

BILL OF COMPLAINT

The Complainants, by their Solicitors, Simpkins and Simpkins, complaining, say:

FIRST: That Charles W. Goldsborough died seized and possessed of certain valuable real estate situate in Asbury Election District, Somerset County, Maryland; the description and title reference of which are fully set out on a plat filed herewith as Complainants' Exhibit "A".

SECOND: That by the Last Will and Testament of Charles W. Goldsborough, duly recorded among the Testamentary Records of Somerset County, Maryland, the said real estate was devised unto Nancy M. Goldsborough, for the term of her natural life, with reminder over unto Rena Evans; Charles W. Goldsborough, Jr.; Audrey Rayfield; Mayme B. Powell; Sarah Reynolds; Julia Longbottom, and Robert Goldsborough.

THIRD: That the said Nancy M. Goldsborough has heretofore departed this life.

FOURTH: That Sarah Reynolds has departed this life, intestate, leaving Rena Evans; Charles W. Goldsborough, Jr.; Mayme B. Powell; Audrey Rayfield; Julia Longbottom, and Robert H. Goldsborough as her sole heirs at law.

FIFTH: That Robert H. Goldsborough has departed this life, testate, and that by virtue of his Last Will and Testament, duly probated and filed among the Testamentary Records of Somerset County, Maryland, allof his interest in said properties was devised unto Ella Goldsborough, his widow.

SIXTH: That Julia Longbottom has departed this life, intestate, leaving Rena Evans; Charles W. Goldsborough, Jr.; Mayme B. Powell; Audrey Rayfield; her brother and sisters; and Robert Goldsborough; Marie G. Rose; Lenora Bradshaw; Otwell Goldsborough; John Goldsborough, and Charles W. Goldsborough of Robert; children of her deceased brother, Robert Goldsborough, as her sole surviving heirs at law.

SEVENTH: That Charles W. Goldsborough of Robert, has heretofore departed this life, intestate, leaving Frances Goldsborough, widow; and Ruth Ward; Elmira Burke; Charles W. Goldsborough, III; John F. Goldsborough, his children; and Kelly Coulbourne, son of his deceased daughter, Ruth Coulbourne, as his sole surviving heirs at law.

EIGHTH: That all ofthe parties hereto are adults except the redpondents; Charles W. Goldsborough, III, and John F. Goldsborough, who are infants.

NINTH: That said infants are presently under the care and custody of Frances Goldsborough, their mother, and natural gguardian, and reside in Crisfield, Somerset County, Maryland.

TENTH: That some of the parties complainant are married and that the names of their respective spouses are fully set forth in the titling hereof.

ELEVENTH: That the respective interests of the parties hereto in said properties are as follows:

Rena Evans	630/3150
Charles W. Goldsborough, Jr.	630/3150
Mayme B. Powell	630/3150
Audrey Rayfield	630/3150
Ella Goldsborough	540/3150
Robert Goldsborough	15/3150
Marie G. Rose	15/3150
Lenora Bradshaw	15/3150
Otwell Goldsborough	15/3150
John Goldsborough	15/3150
Frances Goldsborough	5/3150
Ruth G. Ward	2/3150
Elmira Burke	2/3150
Charles W. Goldsborough, III	2/3150
John F. Goldsborough	2/3150
Kelly Coulbarne	2/3150

TWELFTH: That the said properties are not susceptible of partition without material loss or injury to the parties rightfully entitled thereto and that it is necessary, in order to make a division of said interests, that the said properties be sold and the proceeds thereof divided among the parties entitled thereto.

TO THE END, THEREFORE.

A. That This Honorable Court pass an Order appointing a trustee to sell the interests of the parties hereto in the aforesaid properties and order a sale thereof.

B. That the proceeds of sale be first applied to the extinguishment of any liens thereon; then to the cost of these proceedings, including cost of having the properties surveyed; a reasonableffee for the solicitors for the complainants, and the expenses attending said sale, as well as the trustee's commission, and the balance therefrom distributed to the parties rightfully entitled thereto.

C. That this Honorable Court appoint a guardian or guardians ad litem for the infant respondents to protect their interest in these proceedings.

D.. That the complainants may have such other and further relief as their case may require.

AND, AS IN DUTY BOUND, etc.

Test:

s/ Rena Evans - per Kathryn E. Myers
Rena Evans Atty. in fact

s/ Charles W. Goldsborough, Jr.
Charles W. Goldsborough, Jr.

s/ Catherine M. Goldsborough
Catherine M. Goldsborough

s/ Audrey Rayfield
Audrey Rayfield

s/ Mayme B. Powell
Mayme B. Powell

s/ Ella Goldsborough
Ella Goldsborough

s/ Robert Goldsborough
Robert Goldsborough

s/ Minnie Goldsborough
Minnie Goldsborough

s/ Marie G. Rose
Marie G. Rose

s/ Lenora B. Bradshaw
Lenora B. Bradshaw

s/ George Bradshaw
George Bradshaw

s/ Otwell Goldsborough
Otwell Goldsborough

s/ Agnes May Goldsborough
Agnes Goldsborough

s/ John Goldsborough
John Goldsborough

s/ Mary Goldsborough
Mary Goldsborough

s/ Frances Goldsborough
Frances Goldsborough

s/ Ruth G. Ward
Ruth G. Ward

s/ Jackie Ward
Jackie Ward

s/ Elmira Burke
Elmira Burke

s/ Richard Burke
Richard Burke

s/ Kelly Coulbourne
Kelly Coulbourne

s/ Mary Coulbourne
Mary Coulbourne

COMPLAINANTS

SIMPKINS and SIMPKINS
By s/ Thos. S. Simpkins
Solicitors for Complainants

STATE OF MARYLAND, COUNTY OF SOMERSET, to-wit:

I hereby certify that on this 20th day of October, 1959, before, me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Rena Evans; Charles W. Goldsborough, Jr. and Catherine M. Goldsborough, his wife; Audrey Rayfield; Mayme B. Powell; Ella Goldsborough; Robert Goldsborough and Minnie Goldsborough, his wife; Marie C. Ross; Lenora Bradshaw and George Bradshaw, her husband; Otwell Goldsborough and Agnes Goldsborough, his wife; John Goldsborough and Mary Goldsborough, his wife; Frances Goldsborough; Ruth G. Ward and Jackie Ward, her husband; Elmira Burke and Richard Burke, her husband; and Kelly Coulbourne and Mary Coulbourne, his wife; the Complainants in the above entitled cause, who after being duly sworn made oath in due form of law that the matters and facts as set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

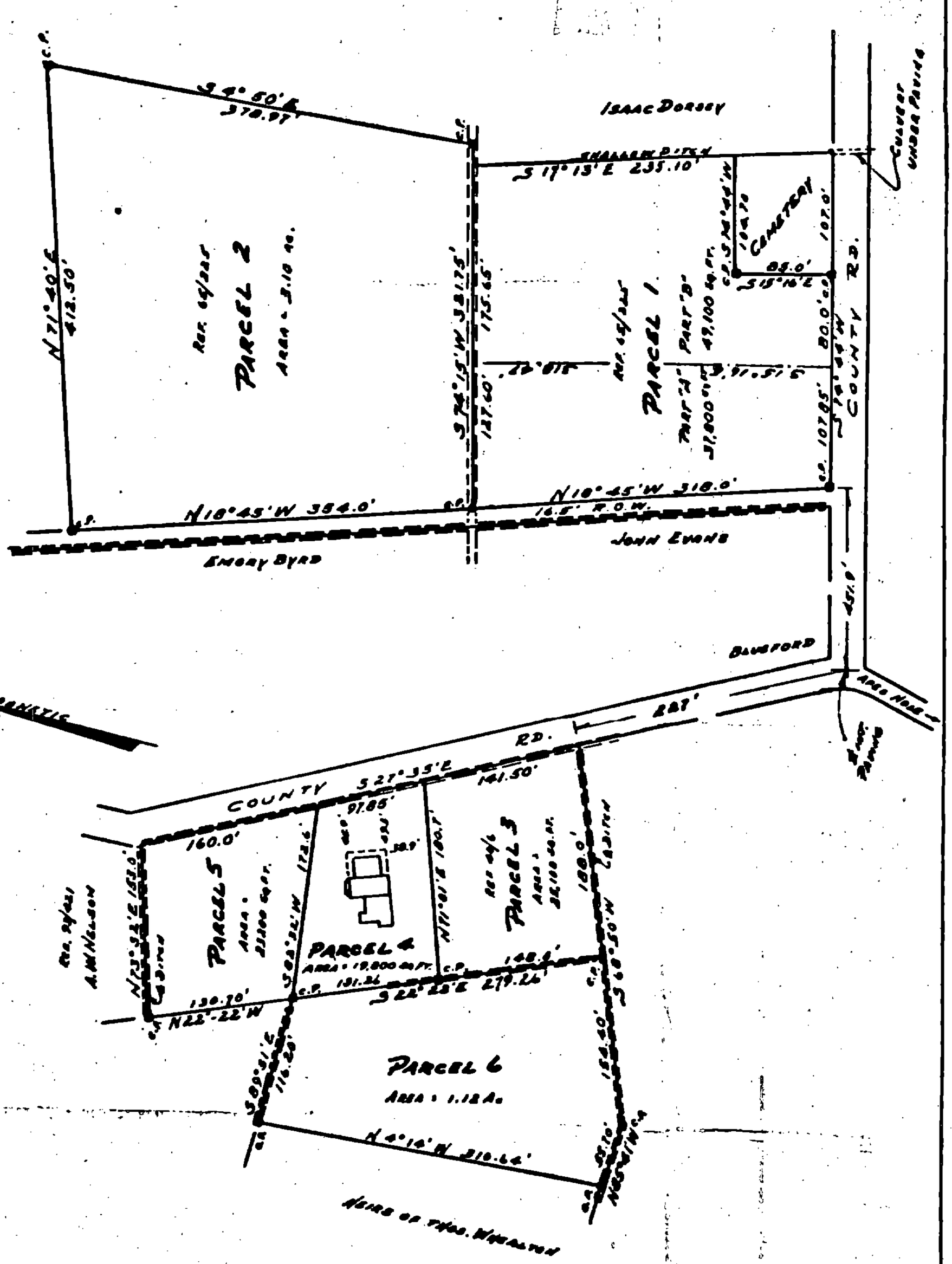
(SEAL OF NOTARY)

s/ Virginia B. Miles
Notary Public

And, thereafter, on the same day, it being the Twenty-Sixth day of October, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here along with the Bill of Complaint, a PLAT OF PROPERTY OWNED BY THE HEIRS OF CHAS. W. GOLDSBOROUGH, which said plat was removed from the Chancery Case No. 7548, Rena Evans etal versus Charles W. Goldsborough, III etal, and is placed on the following page, to wit:

Note: Lines of parcels 3,4,5,6 were laid down as shown to the undersigned by Mr. Charles W. Goldsborough. The size of the cemetery was determined by the grave sites.

G. Oliver Morrell



PLAT OF PROPERTY

OWNED BY

THE HEIRS OF CHAS. W. GOLDSBOROUGH

SURVEYED FOR

SIMPKINS & SIMPKINS, ATTORNEYS

PRINCESS ANNE, MD.

Property situated in Asbury Election District No. 12, Crisfield, Md.

G. Oliver Morrell
Reg. Surveyor #2807

Covenants Exhibit "A"

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And, thereafter, on the Twenty-Sixth day of October, in the year Nineteen Hundred and Fifty-Nine, a subpoena was issued for the defendants, which said Subpoena with its return thereon, is in the words following, to wit:

THE STATE OF MARYLAND

SOMERSET COUNTY, TO WIT:

TO Charles W. Goldsborough, III and John F. Goldsborough , Infants
Crisfield, Maryland Crisfield, Maryland

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of November next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Charles W. Goldsborough, Jr. et al against you exhibited in the Circuit Court, for Somerset County.

Hereof, fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 7th day of September Nineteen Hundred and Fifty-Nine

Issued the 26th day of October 1959

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Simpkins & Simpkins
Address Princess Anne, Maryland

s/ Grace J. Barnes, Clerk

(SEAL OF COURT)

RETURN: "Summoned Charles W. Goldsborough, III, & copy of Subpoena, Bill of Complaint & Affidavit left with him 10/26/59. Copy of Subpoena, Bill of Complaint & Affidavit left with Frances Goldsborough, his Mother 10/26/59." "Summoned John F. Goldsborough & copy of Subpoena, Bill of Complaint & Affidavit left with him 10/26/59. Copy of Subpoena, Bill of Complaint & Affidavit left with Frances Goldsborough, his mother, 10/26/59."

And thereafter, on the Third day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here a Motion and Order of Court which said Motion and Order are in the words following, to wit:

Charles W. Goldsborough, Jr. et al	:	No. 7548 Chancery
vs.	:	In the Circuit Court for
Charles W. Goldsborough, III and John F. Goldsborough, infants	:	Somerset County, Maryland

.. ..:.. .. ..

MOTION

To the Honorable, the Judges of said Court:

The complainants, by Simpkins and Simpkins, their solicitors, move this Honorable Court to appoint guardians ad litem for the infant respondents and for reason therefor say:

FIRST: That Charles W. Goldsborough, III, and John F. Goldsborough are infant respondents as set forth in the Bill of Complaint in this cause exhibited.

SECOND: That they were duly served with copies of the Bill of Complaint and Affidavit on October 26, 1959, and also copies thereof were served upon Frances Goldsborough, their mother and natural guardian, on like date; and they were subpoenaed by the sheriff of Somerset County in this cause on October 26, 1959.

THIRD: That no answer or other appearance on behalf of said infants has been entered in this cause.

FOURTH: That it is necessary for the protection of the rights and interests of the said infant respondents to have guardians ad litem appointed to answer for them.

WHEREFORE, the complainants move this Honorable Court to appoint guardians ad litem forCCharles W. Goldsborough, III, and John F. Goldsborough.

SIMPKINS AND SIMPKINS
BY s/ Thos. S. Simpkins
Solicitors for Complainants

ORDER OF COURT

Upon the aforegoing Motion it is this 3rd day of December, 1959, Ordered and Decreed by the Circuit Court for Somerset County, Maryland that Caroline D. Riggin by and she hereby is appointed guardian ad litem for Charles Goldsborough, III, and John F. Goldsborough, in this cause.

s/ E. McMaster Duer
JUDGE

And thereafter, on the same day, it being the Third day of December, in the year Nineteen Hundred and Fifty-Nine, was filed in Court here an Answer, which said Answer is in the words following, to wit:

Charles W. Goldsborough, Jr., et al	:	No. 7548 Chancery
vs.	:	In the Circuit Court for
Charles W. Goldsborough, III, and John F. Goldsborough, infants	:	Somerset County,
	:	Maryland

.. ..:.. .. ..

ANSWER

To the Honorable, the Judges of said Court:

The Answer of Charles W. Goldsborough, III, and John F. Goldsborough, by Caroline D. Riggin, their Guardian ad litem, in proper person, to the Bill of Complaint in this cause exhibited against them, says:

That they admit the allegations as set forth in paragraphs one; two; three; fourth; fifth; sixth; seventh; eighth; ninth; tenth; eleventh; and twelfth, in the Bill of Complaint in this cause exhibited against them.

Having fully answered the said Bill of Complaint, the respondents pray that this Honorable Court pass such Orders and Decrees herein as it may deem right and proper.

s/ Carolyn D. Riggin
Caroline D. Riggin, Guardian
Ad Litem for the Respondents

And thereafter, on the Eighteenth day of December, in the year Nineteen Hundred and Fifty-nine was filed in Court here, Testimony, which said Testimony is in the words following, to wit:

Charles W. Goldsborough, Jr., et al	:	No. 7548 Chancery
vs.	:	In the Circuit Court for
Charles W. Goldsborough, III, and John F. Goldsborough, infants	:	Somerset County,
	:	Maryland

.. ..:.. .. ..

I, Harry C. Dashiell, Standing Examiner of this Court do hereby certify that at the law offices of Simpkins and Simpkins, Esquires, in Princess Anne, Maryland, on Friday, December 18, 1959, at the hour of 2: 00 P. M., I did take the following depositions, that is to say:

Charles W. Goldsborough, Jr., a witness of lawful age, being first duly sworn, deposes and says;

1. Please state your name, address, age and occupation.
   A. My name is Charles W. Goldsborough, Jr., I live in Crisfield, Maryland, I am 78 years old, I am a bricklayer.
2. Mr. Goldsborough, are you one of the complainants in this cause?
   A. Yes, I am.
3. You are the son of Charles W. Goldsborough, is that correct?
   A. Yes.
4. Your mother was named Nancy Missouri Goldsborough?
   A. Yes.
5. Are all of the other parties to this cause either your brothers or sisters or their descendants, or wives or husbands?
   A. Yes.
6. You have alleged in your Bill of Complaint that your father, Charles W. Goldsborough, died seized and possessed of certain real estate in Asbury Election District, Somerset County, Maryland. Is that correct?
   A. Yes, he died seized and possessed of the parcels of land shown on complainants' exhibit "A", which is a plat of the land, drawn by Mr. Oliver Morrell, and the plat shows it divided into six separate parcels, and the title references are set forth on the plat.
7. When did your father, Charles W. Goldsborough, die?
   A. My father died in 1923.
8. Did he leave a will?
   A. Yes, he left a will and it is recorded among the Testamentary Records of Somerset County in Will Book, L. R. 32, folio 269.

9. To whom was the property left in hhe will?
   A. All of the property was left tetmy mother, Nancy Missouri Goldsborough, for life, with the remainder over to his seven children, namely: Rena Evans: Charles W. Goldsborough, Jr.; Audrey Rayfield; Mayme B. Powell; Sarah Reynolds; Julia Longbottom, and Robert Goldsborough.
10. Is your mother, Nancy Missouri Goldsborough, living?
   A. No, she died on April 10, 2959, and her estate is presently being administered in the Orphans Court for Somerset County.
11. Are all of your brothers and sisters named in the will of your father still living?
   A. No. Sarah Reynolds, Julia Longbottom and Robert Goldsborough are all deceased.
12. When did Sarah Reynolds die?
   A. She died at least twenty years ago, and she was living in Madison, North Carolina when she died?
13. Did she leave a will?
   A. No.
14. Who were her heirs?
   A. Rena Evans; Charles W. Goldsborough, Jr.; Audrey Rayfield; Mayme B. Powell; Julia Longbottom, and Robert Goldsborough.
15. When did Robert Goldsborough die?
   A. He died in the year 1948.
16. Did he leave a will?
   A. Yes. He left a will and it is recorded among the Testamentary Records of Somerset County in Will Book F.E.D. 35, folio 147.
17. To whom did he devise his interest in the aforementioned land by the will?
   A. He left everything to his wife, Ella Goldsborough.
18. When did Julia Longbottom die?
   A. She died in 1956, and she was living in Philadelphia, Pennsylvania when she died.
19. Did she leave a will?
   A. No w
20. Who were her heirs at law?
   A. Rena Evans; Charles W. Goldsborough, Jr.; Audrey Rayfield; Mayme B. Powell, and the descendants of Robert Goldsborough; namely, Marie Rose and Lenora Bradshaw, his daughters; Otwell Goldsborough, Robert Goldsborough, and John Goldsborough, his sons; and the heirs of a deceased son, Charles W. Goldsborough; namely, Ruth Ward, Elmira Burke, his daughters; Charles W. Goldsborough, III, and John F. Goldsborough, his sons; and the heirs of a deceased daughter, Ruth Goldsborough, namely; Kelly Coulbourne, her son.
21. Are all of the parties to thissuit adults?
   A. No, they are all adults except Charles W. Goldsborough, III and John F. Goldsborough, who are infant respondents and who live with their mother, Frances Goldsborough, in Crisfield, Maryland.
22. I suppose that some of the people who are parties to this suit are married?
   A. Yes, quite a number of them are married and the names of their spouses are set forth in thetitling of the Bill of Complaint.
23. Mr. Goldsborough, the Bill of Complaint alleges that the property is not susceptible to partition withat material loss or injury to the parties rightfully entitled thereto, is that true?
   A. Yes, the property consists of five pieces of unimproved land in Asbury District, of low value and one lot and house in bad repair in Asbury District, and therefore it would be impossible to partition the same without material loss.
24. Mr. Goldsborough, is it necessary to sell the land and if so, why?
   A. It is necessary because the property is in a poor state of repair and has not been maintained for a number of years, causing the interest of the infants as well as the other parties to the suit to be diminished steadily.
25. Do you have an estimate as to the total value of the properties?
   A. Yes, I would say the property, collectively, is worth around Sixteen Hundred Dollars.

COURT QUESTION AND ANSWER.

I have nothing further to say.

s/ Charles W. Goldsborough, Jr. (SEAL)
Charles W. Goldsborough, Jr.

s/ Harry C. Dashiell
Examiner

Now comes Joseph Henry Pinto, a witness of lawful age, being first duly sworn, deposes and says:

1. Please state your name, age, residence and occupation.
   A. My name is Joseph Henry Pinto, I am 69 years of age, I live in Crisfield, Maryland, and I am retired.
2. Mr. Pinto, are you familiar with the values of real estate in and around Asbury Election District in Crisfield, Maryland?
   A. Yes, I am. I have appraised property in Crisfield and the surrounding areas for the past sixty years, for the Marine Bank of Crisfield of which I am still a director and a member of the Finance Committee, and still active in appraising properties for the bank.
3. Are you familiar with the properties formerly owned by Charles W. Goldsborough?
   A. Yes, I am. I have been familiar with it all of my life.
4. Have you, at the request of Mr. Charles W. Goldsborough, Jr., recently visited the properties shown on the complainants' exhibit "A", for the purpose of making an appraisal?
   A. Yes, I have.
5. Are you prepared now to give us an opinion as to the value of these different parcels?
   A. Yes, I am.
6. What value do you attach to parcel number one?
   A. Well, I appraised parcel number one and number two together, since they adjoin and quite likely would bring more if sold together, at $400.00.
7. What value did you place on parcel number three?
   A. I valued that at $200.00.
8. What value did you place on parcel number four?
   A. That is the lot with the house on it, and considering the poor state of repair of the house, I appraised it at $1,000.00.
9. What value did you place on parcel number five?
   A. $200.00.
10. What value did you place on parcel number six?
    A. That is the lot in the rear of parcels three and four to which access must be gained by a right of way over parcel number three, and I valued that at $50; making a cumulative total of $1850.00 for all of the properties.
11. Mr. Pinto, are the properties susceptible to partition without material loss of injury?
    A. Definitely not.
12. Is it, in your opinion, in the best interest of the infants to have the properties sold?
    A. Yes, the properties are depreciating rapidly and the sooner they can be sold, the more will be derived for the infants' share.

COURT QUESTION AND ANSWER.

I have nothing further to say.

s/ Joseph H. Pinto (SEAL)
Joseph Henry Pinto

s/ Harry C. Dashiell
Examiner

There being no further witnesses produced to me, I herewith, at the request of the complaints' solicitors, return this deposition to Court, closed under my hand and seal, and certify that all of the above testimony was taken in my presence as examiner and that all of the requirements of General Equity Rule 38A have been complied with, and I further certify that the examiner's costs have been paid by the complainants.

Given under my hand and seal this 18th day of December, 1959.

s/ Harry C. Dashiell (SEAL)
Harry C. Dashiell, Examiner

And thereafter, on the Twenty-first day of December, in the year Nineteen Hundred and Fifty-nine, was filed in Court here and Order of Court, which said Order of Court is in the words, following, to wit:

ORDER OF COURT

The Bill of Complaint, testimony and exhibits together with all other documents, in the above entitled case, having been submitted and by the Court read and considered,

It is thereupon this 21st day of December, 1959, by the Circuit Court for Somerset County, Maryland, in equity, adjudged, ordered and decreed that the properties mentioned in the proceedings be sold; that Thomas S. Simpkins be and he hereby is appointed Trustee to make said sale and the course and manner of the sale shall be as follows; after first filing with the Clerk of this Court a bond to the State of Maryland approved by the said Clerk in the penalty of $2,000.00, conditioned upon the faithful performance of the duties reposed in him by this trust, he shall proceed to make said sale, after first giving at least four weeks'

notice by advertisement inserted in some weekly newspaper published in Somerset County, Maryland, of the time, place, manner, and terms of sale, which said terms shall be: one third in cash on the day of sale and the balance within thirty days after final ratification thereof, 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 convenient, after said sale, the trustee shall return to this Court a full and particular account thereof, with annexed affidavits to the truth and fairness of said sale and report, and upon payment of the whole purchase price and final ratification thereof by the Court, the said Trustee shall by good and sufficient deed or deeds convey the same to the purchaser or purchasers free and clear of all claims of the parties hereto and of all those claiming, by, from, or under them or either of them: and the trustee shall bring into this Court the money arising from said sale to be distributed under direction of this Court, after deducting the proper costs and such reasonable expenses including a commission to 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.

s/ E. McMaster Duer
JUDGE

And thereafter, on the Twelfth day of January, in the year Nineteen Hundred and Sixty, was filed in Court here a Bond of Trustee, which said Bond is in the words following, to wit:

LIBER 6 PAGE 210

Rena Evans; Charles W. Goldsborough, Jr., et al	:	No. 7548 Chancery Cases
vs.	:	In the Circuit Court
Charles W. Goldsborough, III	:	for Somerset County
John F. Goldsborough	:	Maryland

.. .. : .. ..

BOND OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas S. Simpkins, Trustee, as principal, and The Fidelity and Casualty Company of New York, a body corporate, 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 TWO THOUSAND DOLLARS ($2000.00), current money, to be paid to the said State or its certain attorneys, for which payment, well and truly/to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 6th day of January, in the year of our Lord One Thousand nine hundred and Sixty.

WHEREAS, THE ABOVE BOUNDEN Thomas S. Simpkins, by virtue of a decree of the Honorable the Judge of the Circuit Court for Somerset County, Maryland, dated the 21st day of December, nineteen hundred and fifty-nine, has been appointed trustee to sell certain real estate mentioned in these above captioned proceedings now pending in said Court.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Thomas S. Simpkins 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 is to be void; otherwise it shall be and remain in full force and virtue in law.

s/ Thomas S. Simpkins (SEAL)
Thomas S. Simpkins, Trustee

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

By s/ Alexander G. Jones
Attorney in fact (CORPORATE) (SEAL)

Witness:
s/ Janet T. Bedsworth

The within Bond approved.
s/ Grace J. Barnes, Clerk

Filed for Record Jan. 12, 1960, and recorded in Liber B. L. B. No. 6, Folio 210.

Test s/ Grace J. Barnes, Clerk

And thereafter, on the Fifth day of February, in the year Nineteen Hundred and Sixty, was filed in Court here a Trustee's Report of Sale, Affidavit and Order Nisi, which said Report of Sale, Affidavit and Order Nisi are in the words following, to wit:

Rena Evans; Charles W. Goldsborough, Jr., et al	:	No. 7548 Chancery
vs.	:	In the Circuit Court
Charles W. Goldsborough, III John F. Goldsborough	:	for Somerset County, Maryland

.. ..!.. .. ..

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Report of Thomas S. Simpkins, Trustee, appointed by a decree of this Court, passed in the above captioned cause, dated December 21, 1959, to make sale of certain real estate therein mentioned, respectfully shows:

That the Trustee, after giving bond with security for the faithful performance of his trust and after having complied with all thecother prerequisites, as required by law and the said decree, and giving notice of the time, manner, place and terms of sale by advertisements inserted in the "Crisfield Times" and the "Salisbury Times", two newspapers; one published in and of general circulation in the County of Somerset,and one published and of general circulation in the County of Wicomico, for at least four weeks before the day of sale, the Trustee did, pursuant to said notice, attend on the Post Office steps in Crisfield, Maryland, on the thirtieth day of January, 1960, at 10:30 A.M., and then and there proceed to sell said property in the manner following, that is to say:

The Trustee offered at public sale to the highest bidder the property mentioned in said decree and described as follows:

All those six lots or parcels of land situate in Asbury Election District, Somerset County, Maryland, and more particularly described as follows:

PARCEL NO. ONE: All that lot or tract of land on the northerly side of and binding upon the county road leading from the "Apes Hole Road" in an easterly direction and known as "Peyton Road" and fronting thereon a distance of 187.85 feet, and extending back therefrom in a northerly direction, 318 feet; and containing 86,900 square feet of land, more or less.

PARCEL NO. TWO: All that lot or tract of land lying immediately to the rear of parcel No. One and on the easterly side of a 16½ feet right of way, as shown on the plat hereinafter referred to; and containing 3.10 acres of land, more or less.

PARCEL NO. THREE: All that lot or tract of land on the westerly side of and binding upon the county road leading from Asbury Avenue Extended to Apes Hole, and fronting thereon a distance of 141.50 feet and extending back therefrom on the northerly side, a distance of 180.7 feet, and a distance on the southerly side of 188 feet, and having a width in therrear of 148 feet; and containing 25,100 square feet of land, more or less; subject, however, to a 16 feet right of way along the extreme southerly boundary from the aforesaid canty road to Parcel No. Six, hereinafter described, for the purpose of Ingree, egress and regress to the aforesaid Parcel No. Six.

PARCEL NO. FOUR: All that lot or tract of land situate on the westerly side of and binding upon the county road leading from Asbury Avenue Extended to Apes Hole and fronting thereon a distance of 97.85 feet, and extending back therefrom on the northerly side thereof a distance of 172.6 feet, and on the southerly side thereof addistance of 180.7 feet, and having a width in the rear of 131.26 feet; and containing 19,800 square feet of land, more or less.

PARCEL NO. FIVE: All that lot or tract of land situate on the westerly side of the county road leading from Asbury Avenue Extended to Apes Hole and fronting thereon a distance of 160 feet and extending back therefrom on the northerly side thereof a distance of 153 feet, and on the southerly side thereof a distance of 172.6 feet, and having a width in the rear of 130.7 feet; andccontaining 23,200 square feet of land, more or less.

PARCEL NO. SIX: All that lot or tract of land situate on the westerly side of the county road leading from Asbury Avenue Extended to Apes Hole but not binding thereon, and lying immediately to the rear of Parcels Nos. Three and Four, hereinbefore referred to; together with a right of way to the aforesaid county road, as set forth in Parcel No. Three.

All of which are more fully and accurately described on a Plat of survey made by G. Oliver Morrell, Registered Surveyor. And being the same lands of which Charles W. Goldsborough, Sr., died seized and possessed, title references to which are shown on the plat hereinbefore referred to.

AND the Trustee sold Parcels Nos. Two, Three, Five and Six of the above described property unto John Emory Byrd and Elestine Byrd for the sum of Five Hundred and Twenty-five Dollars ($525.00), and Parcels Nos. One and Four unto Mayme B. Powell and Audrey G. Rayfield for the sum of One Thousand, Two Hundred Dollars ($1200.00), for the total collective sum of One Thousand, Seven Hundred Twenty-five dollars ($1,725.00), they being at said sums the highest bidders therefor; of which sum the said John Emory Byrd and Elestine Byrd have paid the Trustee Five Hundred Twenty-five dollars ($525.00), and the said Mayme B. Powell and Audrey G. Rayfield,

has paid the Trustee the sum of Four Hundred Dollars ($400.00), and stands ready to pay the balance upon final ratification.

Respectfully submitted,
s/ Thos. S. Simpkins
Thomas S. Simpkins, Trustee

STATE OF MARYLAND,
COUNTY OF SOMERSET, S. S.

I hereby certify that on this 3rd day of February, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas S. Simpkins, Trustee named in the above Report of Sale, and he made oath in due form of law that thematters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In witness whereof I hereunto subscribe my name and affix my Notarial Seal on the day and year last above written.

s/ Virginia B. Miles (SEAL OF)
Virginia B. Miles (NOTARY)
Notary Public

ORDER NISI

ORDERED, by the Circuit Court for Somerset County, Maryland, in Equity, this 5th day of February, 1960, that the sale of the property mentioned in these proceedings, made and reported by Thomas S. Simpkins, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of March, 1960; provided a copy of this Order be inserted in some newspaper published in said Somerset County once in each of three consecutive weeks before the 29th day of February, 1960, next.

The Report states the amount of sale to be a total of One Thousand, Seven hundred Twenty-five Dollars ($1,725.00).

s/ Grace J. Barnes
CLERK

And thereafter, on the Fifth day of February, in the year Nineteen Hundred and Sixty, was filed in Court here a Petition and Order of Court, which said Petition and Order are in the words following, to wit:

Rena Evans, Charles W. Goldsborough, Jr., et al	::	No. 7548 Chancery
	::	In the Circuit Court
vs.	::	for Somerset County
Charles W. Goldsborough, III John F. Goldsborough	::	State of Maryland

.. .. :: .. ..

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Thomas S. Simpkins, Trustee in the above captioned matter, respectfully represents;

That as attorney for the complainants and trustee for all the parties in this cause he has expended an unusual amount ofttime in preparation of the various petitions, orders, etc. filed in this cause, which was necessitated because of the fact that there are twenty-two parties to said cause and because some of the parties hereto were infants.

That he deemed it advisable and did, prior to the sale ofssaid property, have the real estate surveyed by G. Oliver Morrell and divided into six apparate parcels which were sold separately. That the said G. Oliver Morrell has presented the trustee with his bill for services in the amount of One Hundred and seventy dollars ($170.00). That the said trustee deems the charge reasonable.

That in making distribution of the proceeds of sale the said trustee will be required to distribute the proceeds thereof to sixteen (16) parties of varying interest which will require him to divide the said proceeds into three thousand, one hundred fifty-(3,150) parts, and he will be required to obtain releases from all sixteen interested parties, two of which are infants whose releases will be obtained from their guardians ad litem.

WHEREFORE, your petitioner prays this Honorable Court allow him as trustee the sum of 200^{00} in lieu of commissions and authorise him to pay as part of the administration cost the sum of to G. Oliver Morrell, surveyor.

s/ Thos. S. Simpkins
Thomas S. Simpkins, Petitioner

ORDER OF COURT

Upon the aforegoing Petition, it is this, 5th day of February, 1960, Ordered that Thomas S. Simpkins, Trustee, be and he is hereby allowed the sum of Two Hundred Dollars ($200.00) in lieu of commissions, and he is hereby authorised to pay unto G. Oliver Morrell, Surveyor, the sum of $170.00 for services rendered in the survey of the property.

s/ E. McMaster Duer
JUDGE

And thereafter, on the Fifth day of April, in the year Nineteen Hundred and Sixty, a Final Order of Ratification was filed in Court here, which said Final Order is in the words following, to wit:

Rena Evans; Charles W. Goldsborough, Jr., et al	:	No. 7548 Chancery
vs.	:	In the Circuit Court
	:	for Somerset County,
Charles W. Goldsborough, III John F. Goldsborough	:	Maryland

.. ..

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Somerset County, Maryland, on this 5th day of April, 1960, that the sale of the property made and reported by Thomas S. Simpkins, Trustee as aforesaid be and the same is 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 this proceeding; and the said Trustee is allowed Two Hundred Dollars ($200.00) in lieu of the usual commissions and proper expenses as they shall provide vouchers for to the auditor.

s/ E. McMaster 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: Grace J. Barnes , CLERK

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May Term, 1960

STATE OF MARYLAND, SOMERSET COUNTY, TO-WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in 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 Sixty.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge

Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, to the Bank of Somerset, a body corporate

) Be it remembered that heretofore to wit, on the Nine-
) teenth day of April, in the year Nineteen Hundred and
) Sixty, a certain Alexander G. Jones, attorney of the
) Law Firm of Jones and Jones of Somerset County and
) State of Maryland, exhibited and filed in the Circuit
Court here, an Order to Docket Suit and an original of a certain mortgage, which said Order and original Mortgage are in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, to the Bank of Somerset, a body corporate	:	No. 7587 Chancery
	:	In the Circuit Court for
	:	Somerset County, Maryland

.. ..!.. .. ..

The Clerk of the Circuit Court for Somerset County will please docket the above entitled suit and file the original mortgage among the papers therein.

s/ Alexander G. Jones
Attorney

LIBER 189 PAGE 555

THIS MORTGAGE, Made this 20th day of March, in the year nineteen hundred and fifty-nine, by Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, of Somerset County and State of Maryland, Witnesseth:

Whereas, the said Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, are indebted unto the Bank of Somerset, a body corporate, a body corporate of the State of Maryland, in the

full and just sum of eight thousand dollars ($8,000.00), being part of the purchase money for the real estate hereinafter described, which said indebtedness is evidenced by the bill obligatory of the said Clinton Lee Hurley, Jr. and Rebecca L. Hurley for said sum, dated evenly h herewith, payable to the order of the said Bank of Somerset in eight equal installments of one thousand dollars ($1,000.00) each, the first of said installments shall become due and payable on December 15, 1959 and the remaining Seven installments on even date of each succeeding year thereafter until fully paid, together with interest from date on all unpaid balances, the first interest payment shall be due on September 15, 1959 and the next interest payment shall be due on December 15, 1959 and thereafter semi-annually on June 15th and December 15th; and whereas, for the purpose of further securing the payment of said sum and interest, this mortgage is executed.

Now, therefore, this mortgage witnesseth: That for and inconsideration of the premises and the sum of one dollar, the said Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, hereby grant and convey unto the said Bank of Somerset, a body corporate as aforesaid, its successors or assigns, all that farm or tract of land situate in Mt. Vernon Election District, Somerset County, Maryland, located and binding upon the northeast side of the state road leading from Princess Anne to Mt. Vernon, in par, and binding upon the northeast side of the old county road le ding from Princess Anne to Mt. Vernon, in part, and bind ng also upon the west side of the county road known as the Ridge Road, leading from the state road aforesaid to Polks Road, adjoining the lands of Howard Anderson, Junior Williams and others, containing 88 acres, more or less, being the same land conveyed unto S. Norman Holland by the following deeds: From Edgar A. Jones, et al, Trustees, dated January 24, 1956 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 174, folio 593; from Howard H. Anderson and Elsie B. Anderson, his wife, dated August 22, 1956 and recorded among the aforesaid Land Records in Liber B.L.B. No. 178, folio 421; and from Edward S. Smith, et al, dated October 16, 1956 and recorded among the aforesaid Land Records in Libert B.L. B. No. 180, folio 161, and being the same land conveyed unto the said Clinton Lee Hurley, Jr. and Rebecca L. Hurley by S. Norman Holland and Grace T. Holland, his wife, by deed dated March 18, 1959 and intended to be recorded among the aforesaid Land Records; subject, however, to a lease executed by Jennie Holland Dashiell and Carroll Parks to King B. Miller, trading as Kings Creek Canning Company, dated February 1, 1948, recorded among the aforesaid Land Records in Liber B.L.B. No. 142, folio 285, more fully set out in Chancery Cause No. 7142 in the Circuit Court for Somerset County.

To which said deeds and all the references and descriptions in them contained, special reference is here made for a more complete and 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 its successors and assigns forever.

PROVIDED that if the said Mortgagors shall well and truly pay unto the said Mortgagees, the 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 on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest aforesaid, the said Clinton Lee Hurley, Jr. and Rebecca L. Hurley, 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 Alexander C. 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 ofthe 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/the payment of all expenses incident to such sale including a reasonable Attorney's fee, and a commission to the party making the sale ofsaid 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 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 mortgage property, and no sale advertised undersaid 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 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 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 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.

s/ Eunice Pilchard

s/ Clinton Lee Hurley, Jr. (SEAL)

s/ Rebecca L. Hurley (SEAL)

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of March, in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage and each acknowledged the foregoing mortgage to be his act and deed; and at the same time and place also personally appeared before me Edgar A. Jones, President of the Bank of Somerset, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth, and that he is agent of the mortgagee, duly authorized to make this affidavit.

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

(SEAL OF NOTARY)

s/ Eunice Pilchard
Notary Public

Received for Record Mar. 20, 1959, and recorded in Liber G. J. B. No. 189, folio 555 one of the Land Records of Somerset County.

Per s/ Grace J. Barnes, Clerk

And thereafter, on the Twenty-First dayoof April, in the year Nineteen Hundred and Sixty, an Affidavit was filed in Court here, which said Affidavit is in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte	:	No. 7587 Chancery
under power contained in Mortgage from Clintem	:	In the Circuit Court for
Lee Hurley, Jr. and Rebecca L. Hurley, his wife,	:	Somerset County, Maryland
to the Bank of Somerset, a body corporate	:	In Equity

.. ..:. .. ..

AFFIDAVIT

State of Maryland, Somerset County, to wit:

On this 19th day of April, 1960, before me, the undersigned officer, personally appeared James F. Salevan, Executive Vice President of the Bank of Somerset, and made oath in due form of law, as follows: That the principal amount owing on the above mortgage is$8,000.00, with interest from September 15, 1959; that the defendants are not in the military service as hereinafter set forth and that they have not been in such military service referred to being as follows:

1. The military service of the United States of America or of the enlisted reserve corps thereof.
2. Ordered to report for induction under the Selective Training and Service Act of 1940 as amended;
3. The military service of any nation with which the United States of America may be allied in the prosecution of ward

s/ Eunice Pilchard
Notary Public

And thereafter, on the Twenty-first day of April, in the year Nineteen Hundred and Sixty, a Bond was filed in Court here, which said Bond is in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, to the Bank of Somerset, a body corporate	:	No. 7587 Chancery In the Circuit Court for Somerset County, Maryland In Equity

.. ..

BOND

LIBER 8 PAGE 217

No. 7587 Chancery

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander G. Jones, of Somerset County and State of Maryland, and The Fidelity and Casualty Company of New York, a body corporate of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of eight thousand dollars ($8,000.00), 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 or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of April, in the year nineteen hundred and sixty.

Whereas, by mortgage dated March 20, 1959, recorded among the Land Records of Somerset County in Liber G.J.B. No. 189, folio 555, Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, conveyed to the Bank of Somerset Certain real estate in Somerset County, to secure the payment of the sum therein mentioned; and whereas, the said Alexander G. Jones, Attorney named in said mortgage, by virtue of the power and authority contained in said mortgage is authorized, upon default, to sell the property conveyed by said mortgage; and whereas, default hascoccured in the terms and conditions of said mortgage and the said Alexander G. 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 Alexander G. Jones, do and shall well and faithfully perform the trust reposed in him by said mortgage and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

s/ Alexander G. Jones (SEAL)
Alexander G. Jones

The Fidelity and Casualty Company of New York

By s/ Alexander G. Jones
Attorney in Fact (CORPORATE SEAL)

Witness: s/ Eunice Pilchard

The within Bond approved.
s/ Grace J. Barnes, Clerk

Filed for Record April 21, 1960, and recorded in Liber B.L.B. No. Bond 8, Folio 217.

Test: s/ Grace J. Barnes, Clerk

And thereafter, on the Eighteenth day of Mayy, in the year Nineteen Hundred and Sixty, a Report of Sale, Affidavit and Order Nisi was filed in Court here, which said Report of Sale, Affidavit and Order Nisi are in the words following, to wit:

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, to the Bank of Somerset, a body corporate	:	No. 7587 Chancery In the Circuit Court for Somerset County, Maryland In Equity

.. ..

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of sales of Alexander G. Jones, Attorney named in a certain mortgage made and executed by Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, to the Bank of Somerset, a body corporate, dated March 20, 1959 and recorded among the Land Records of Somerset County in Liber G.J.B. No. 189, folio 555, under and by virtue of a power of sale therein contained, default having been made in the payment of the money secured by said mortgage or in the payment of the interest thereon or in some other covenant and condition of said mortgage, whereby the

said mortgage debt has become due and demandable, respectfully represents to your Honor, that after giving bond with security approved by the Clerk of this Court, or by one of the Judges thereof, for the faithful performance of the trust do 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 Maryland and Herald, a weekly newspaper published in Somerset County, once a week for three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door, in Princess Anne, Maryland, on the 17th day of May, 1960, at two o'clock P. M., andthem and there proceed to sell the property described in said mortgage, to wit:

All that farm or tract of land situate in Mt. Vernon Election District, Somerset County, Maryland, located and binding upon the northeast side of the state road leading from Princess Anne to Mt. Vernon, in part, and binding upon the northeast side of the old county road leading from Princess Anne to Mt. Vernon, in part, and binding also upon the west side of the county road known as the Ridge Road, leading from the state road aforesaid to Polks Road, adjoining the lands of Howard Anderson, Junior Williams and others, containing 88 acres, more or less, being the same and all the land which was conveyed unto the said Clinton Lee Hurley, Jr. and Rebecca L. Hurley by S/ Norman Holland and Grace T. Holland by deed dated March 18, 1959 and recorded among the aforesaid Land Records in Liber G.J.B. No. 192, folio 175; a small portion of this property is subject to a lease to King B. Miller, trading as Kings Creek Canning Company, dated February 1, 1948 and recorded among the aforesaid Land Records in Liber B.L.B. No. 142, folio 285, and sold the same to S. Norman Holland at and for the sum of eleven thousand five hundred dollars ($11,500.00), he being then and there the highest bidder therefor, and the purchaser has complied with the terms of sale to the satisfaction of your trustee and your trustee has distributed the proceeds, as follows:

Total sales		$ 11,500.00
To Clerk of the Circuit Court for costs	$ 38.00	
To Marylander and Herald, advertising and order nisi	51.25	
To Bond premium	32.00	
To auctioneer	25.00	
To Attorney as commission	725.00	
To balance to be credited on mortgage debts	10,628.75	11,500.00
To Bank of Somerset, mortgage principal	$ 8,000.00	
To Bank of Somerset, interest	322.66	
To S. Norman Holland, mortgagee under mortgage dated March 20, 1959 and recorded among the aforesaid Land Records in Liber G.J.B. No. 189, folio 558 for the principal sum of $6,000.00	2,306.09	$ 10,628.75

Respectfully submitted,
s/ Alexander C. Jones
Attorney

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 17th day of May, in the year nineteen hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alexander C. Jones, Attorney named in the aforegoing 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.

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

s/ Eunice Pilchard
Notary Public

(SEAL OF NOTARY)

ORDER NISI

Ordered this 18th day of May, in the year nineteen hundred and sixty, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein made and reported by Alexander C. Jones, Attorney named in the above mortgage, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of June, 1960, provided a copy of this order be inserted in some newspaper published in said Somerset County once in each of four successive weeks before the 15th day of June, 1960.

s/ Grace J. Barnes, Clerk
of the Circuit Court

And thereafter, on the twenty-second day of June, in the year nineteen hundred and sixty, a Final Order was filed in Court here, which said Final Order is in the words following, to wit:

May Term, 1960

Alexander G. Jones, Attorney, Ex Parte under power contained in Mortgage from Clinton Lee Hurley, Jr. and Rebecca L. Hurley, his wife, to the Bank of Somerset, a body corporate : No. 7587 Chancery : In the Circuit Court for : Somerset County, Maryland : In Equity

FINAL ORDER

Ordered by the Circuit Court for Somerset County, in Equity, this 22nd day of June, in the year nineteen hundred and sixty, that the sale of the real estate mentioned in these proceedings made and reported by Alexander G. Jones, Attorney mentioned in said mortgage, and the distribution of the proceeds therein, 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.

s/ E. McMaster 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: Grace J. Barnes, Clerk

November Term, 1960

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in November, being the Seventh day of the same month, in the year of our Lord, One Thousand Nine Hundred and Sixty.

Were Present:

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge

Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

Harry T. Phoebus, Jr., Assignee of Vendor's interest under Land Installment Contract executed by George D. Evans and Cassie A. Evans Vendees, Ex Parte) Be it remembered that heretofore to wit, on the Twenty-Fifth day of August, in the year Nineteen Hundred and Sixty, a certain Harry T. Phoebus, Jr., attorney of Somerset County and State of Maryland, exhibited and filed in Circuit Court here, an Order to Docket suit and an Original of a Contract of Sale of Land, which said Order and Contract are in the words following, to wit:

Harry T. Phoebus, Jr., Assignee of Vendor's interest under Land Installment Contract executed by George D. Evans and Cassie A. Evans, Vendees, Ex Parte : No. 7629 Chancery : In the Circuit Court for : Somerset County, Maryland : In Equity

ORDER

MADAM CLERK:

Please file the attached Contract of Sale and Affidavit, and docket suit in the above-entitled cause, and oblige.

s/ Harry T. Phoebus, Jr.
Harry T. Phoebus, Jr.
Assignee

CONTRACT OF SALE OF LAND

THIS AGREEMENT OF SALE OF LAND, made this 22d day of July, in the year nineteen hundred and fifty-seven, by and between Teresa H. Nelson, Widow, of Princess Anne, Somerset County, State of Maryland, hereinafter referred to as the Seller and George D. Evans and Cassie A. Evans, his wife, of Crisfield, Somerset County, State of Maryland, hereinafter referred to as the Buyers, witnesseth:

THAT, if the Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyers in fee simple, clear of all encumbrances whatsoever, by a good and sufficient warranty deed, all of that lot or parcel of land situate in the City of Crisfield, Somerset County, State of Maryland, on the East side of Somerset Avenue, adjoining the land of Charles W. Howeth on the North and the land of Simmons Tilghman on the South, being all and the same

land which was conveyed to the Seller by the Bank of Crisfield by deed dated September 9, 1946, and recorded among the Land Records of Somerset County in Liber B.L.B. No. 138, folio 72, and being all and the same land which was conveyed to the Bank of Crisfield by Alice E. Webb and The Webb Packing Company by deed dated October 13, 1936 and recorded among the aforesaid Land Records in Liber J.M.T. No. 112, folio 231, to which said deeds and references therein contained, reference is here made for a more full and particular description of the said land.

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.

The following constitute the terms under which the said land is hereby agreed to be sold to the Buyers:

(a)	Cash price	$ 7,500.00
(b)	Charges or fees	none
(c)	Charges for pre-paid insurance	none
(d)	Total	7,500.00
(e)	Down payment	none
(f)	Principal balance owed	7,500.00
(g)	Amount of payments	70.00,
(h)	Time of payments	Monthly commencing September 1, 1957
(i)	Interest	Five per cent (5%) upon unpaid balance

The Buyers hereby covenant and agree to pay to the Seller the sum of Seven Thousand Five Hundred Dollars ($7,500) as the full purchase price of the said property to bear interest at the rate of Five Per Cent (5%) per annum and to be paid in regular monthly payments of Seventy Dollars ($70) each, first of which payments is to be made on September 1, 1957, the remaining of which payments are to be made on the first day of each succeeding month thereafter. The Buyers further agree to pay all taxes, assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on the said property. And the Buyers further covenant and agree, until such time as the said purchase price is paid, to keep insured the improvements on the said landtto the amount of at least Seven Thousand Five Hundred Dollars ($7,500), and to cause the policy to be effected thereon, to be so framed or endorsed as in the case of loss, to insure to the benefit of the said Seller, her personal representatives and assigns, to the extent ofthe unpaid balance of the said purchase price, and to deposit the policy or policies in the hands of the Seller.

It is further agreed by and between the parties hereto that the said monthly payments shall be applicable first to any taxes, assessments or other public debts or charges, or insurance premiums which the Seller may be required to pay on behalf of the Buyers, then to interest then due at the rate of Five Per Cent (5%) per annum upon the unpaid principal balance, and then to the principal balance owed by the Buyers.

It is further agreed that upon the failure of the Buyers to pay all taxes, assessments, public debts and charges, or to insure the premises, as covenanted herein, the Seller is hereby authorized to pay such taxes, assessments, public debts and charges and to insure and keep insured the said improvements, and whatever sums the Seller may be required to so expend shall be an additional indebtedness with interest from the date ofpayment. However, upon the failure of the Buyers to so insure and keep insured the said improvements, the Seller may at her option declare this said contract in default as hereinafter provided.

The Buyers further covenant and agree that they shall not and will not suffer or permit any mechanics lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the Seller.

It is further agreed by and between the parties that the Buyers shall have the right to accelerate any or all of the said installment payments; and that no collateral security has been made the Seller by the Buyers or by any other person securing the Buyers obligation under this contract; and that the Seller has not received any written notice from any public agency requiring any repairs or improvement to be made upon the property hereinbefore described. In the event that the Buyers shall default in the payment of the payments as hereinbefore set forth or in the performance of any of the covenants, agreements or conditions of this contract, then the Seller, upon thirty (30) days written notice, may terminate this contract; and it shall be lawful for the Seller, her personal representatives or assigns, at any time after such termination of the said contract, to sell the property described herein, as provided by Section 123 Article 21 of the Annotated Code of Maryland; and in the event of a sale of the said property the proceeds arising from such sale shall 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 ofthe said property, equal to the commission allowed trustees for making sale of property by virtue of a Decree of Court for equity jurisdiction in the State of Maryland; secondly, to

the payment ofaall claims of the Seller, her personal representatives or assigns, under this contract, whether the same shall have matured or not; and the surplus, if any, there be, shall be paid to the Buyers.

NOTICE TO BUYERS

You are hereby entitled to a copy of this Contract at the time you sign it.

AS WITNESS our hands and seals this 22d day of July, 1957.

WITNESS:
s/ Harry T. Phoebus, Jr.

s/ Theresa H. Nelson (SEAL)
Teresa H. Nelson

s/ George D. Evans (SEAL)
George D. Evans

s/ Cassie A. Evans (SEAL)
Cassie A. Evans

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 22nd day of July, in the year 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Teresa H. Nelson, George D. Evans and Cassie A. Evans, his wife, and each acknowledged the foregoing Contract of Sale of Land to be their respective act and deed and signed same in my presence.

AS WITNESS my hand and Notarial Seal. (SEAL OF NOTARY)

s/ Janet Riggin
Notary Public

RECEIPT FOR COPY

We, George D. Evans and Cassie A. Evans, do hereby acknowledge receipt of a copy of the foregoing Contract of Sale of Land, delivered to us this 22nd day of July, 1957.

s/ George D. Evans
George D. Evans

s/ Cassie A. Evans
Cassie A. Evans

Received for Record July 24, 1957 and recorded in Liber B. L. B. No. 182, Folio 159 one of the Land Records of Somerset County.

Per: s/ Benjamin L. Barnes, Clerk

And thereafter, on the Sixteenth day of September, in the year NineteenHundred and Sixty, andAffidavit of Compliance with Rule 1394 b (ART. 21 SEC. 113) was filed in Court here, which said Affidavit is in the words following, to wit:

Harry T. Phoebus, Jr., Assignee of	:	No. 7629 Chancery
Vendor's interest under Land Installment	:	In the Circuit Court for
Contract executed by GeorgeD. Evans and	:	Somerset County, Maryland
Cassie A. Evans, Vendees, Ex Parte	:	In Equity

.. ..:. .. ..

AFFIDAVIT OF COMPLIANCE WITH RULE 1394 b (ART. 21 SEC. 113)

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 16th day of September, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harry T. Phoebus, Jr., Assignee in the above-entitled cause, and he made oath in due form of law that the provisions of Rule 1394 b, Maryland Rules of Procedure, and Art. 21, Sec. 113, Annotated Code of Maryland, have been complied with in this proceedings.

AS WITNESS my hand and Notarial Seal. (SEAL OF NOTARY)

s/ Harry T. Phoebus, Jr.
Harry T. Phoebus, Jr.
Assignee

s/ Janet Riggin
Notary Public

And thereafter, on the same day, it being the Sixteenth day of September, in the year Nineteen Hundred and Sixty, an Affidavit of Claim Under Contract of Sale was filed in Court here, which said Affidavit is in the words following, to wit:

AFFIDAVIT OF CLAIM UNDER CONTRACT OF SALE

Statement of the claim under Contract of Sale of Harry T. Phoebus, Jr., Assignee of Vendor's interest under Land Installment Contract, executed by George D. Evans and Cassie A. Evans, Vendees, dated July 22, 1957 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 182, folio 159, which contract was assigned to the said Harry T. Phoebus, Jr. for the purposes of collection and foreclosure.

Principal amount due with interest to September 17, 1960	$ 6,773.14
County & State Taxes, adjusted to date of sale	345.06
City of Crisfield Taxes, adjusted to date of sale	173.97
Insurance	39.15
Water rent	15.00
Total amount of claim	$ 7,346.32

s/ Harry T. Phoebus, Jr.
Assignee

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 16th day of September, in the year 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harry T. Phoebus, Jr., and he made oath in due form of law that the foregoing is a true statement of the amount of the claim due under the Contract of Sale filed in said cause now remaining unpaid.

My Commission Expires;
May 1, 1961

s/ Janet Riggin
Notary Public (SEAL OF NOTARY)

And thereafter, on the same day, it being the Sixteenth day of September, in the Year Nineteen Hundred and Sixty, a Bond was filed in Court here, which said Bond is in the words following, to wit:

Harry T. Phoebus, Jr., Assignee of	:	No. 7629 Chancery
Vendor's interest under Land Installment	:	In the Circuit Court for
Contract executed by George D. Evans and	:	Somerset County, Maryland
Cassie A. Evans, Vendees, Ex Parte	:	In Equity

LIBER 8 PAGE 236

No. 7629 Chancery

KNOW ALL MEN BY THESE PRESENTS, that we, Harry T. Phoebus, Jr. and Bozman Motor Company of Somerset County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand Dollars ($15,000.00) to be paid to the said State or its certain attorney, to which payment well and truly to be made and one, we bind ourselves and each of us, our, and each of our heirs, executors, administrators or successors, jointly and severally, firmly by these presents; sealed with our seals and dated this 16th day of September, 1960.

WHEREAS, the above bounden Harry T. Phoebus, Jr., by virtue of a Contract of Sale, executed by George D. Evans and Cassie A. Evans, Vendees, dated July 22, 1957 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 182, folio 159, and by assignment assigned to the said Harry T. Phoebus, Jr. for purposes of foreclosure and collection, is about to sell the land described in the said Contract of Sale, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW the condition of this obligation is such, that if the above bounden Harry T. Phoebus, Jr. does and shall well and truly and faithfully perform the trust reposed in him under the Contract aforesaid and applicable provisions of law, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in presence of:
s/ Janet Riggin

s/ Harry T. Phoebus, Jr. (SEAL)
Harry T. Phoebus, Jr., Assignee

BOZMAN MOTOR COMPANY

By I. Theodore Phoebus
Isaac T. Phoebus

The within Bond Approved.
s/ Grace J. Barnes, Clerk
Sep 16 1960

LIBER 8 PAGE 237

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 16th day of September, in the year 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harry T. Phoebus, Jr. and he made oath in due from of law that the aforegoing Bond is his act and deed; and also personally appeared Isaac T. Phoebus and he made oath in due form of law that the aforegoing Bond is the act and deed of the said Bozman Motor Company and that he had authority to execute the same on behalf of the said Company.

As witness my hand and Notarial Seal.

s/ Janet Riggin (SEAL OF NOTARY)

Filed for Record Sept. 16, 1960, and recorded in Liber B.L.B. No. 8, folio 236,
Test s/ Grace J. Barnes, Clerk

And thereafter, on the Fifth day of October, in the year Nineteen Hundred and Sixty, a Report of Sale and Distribution and Order Nisi were filed in Court here, which said Report of Sale and Distribution and Order Nisi are in the words following, to wit:

Harry T. Phoebus, Jr., Assignee of Vendor's interest under Land Installment Contract executed by George D. Evans and Cassie A. Evans, Vendees, Ex Parte : No. 7629 Chancery : In the Circuit Court for : Somerset County, Maryland : In Equity

.. ..

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Harry T. Phoebus, Jr., Assignee of Vendor's interest under Land Installment Contract executed by George D. Evans and Cassie A. Evans, Vendees, dated July 22, 1957 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 182, folio 159, and which said contract was assigned to the said Harry T. Phoebus, Jr. for the purposes of collection and foreclosure, under and by virtue of the power and authority therein contained, default having been made in the payment of the money agreed to be paid in the said contract or in the payment of the interest thereon or in some other covenant and condition of said contract, whereby the said contract 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 as aforesaid reposed in him by said contract, 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 Crisfield Times, a weekly newspaper published in Somerset County, once a week for four successive weeks before the day of sale, he did pursuant to said notice, attend at the premises in Crisfield, Maryland on the 17th day of September, 1960 at two o'clock p.m., and then and there proceed to sell the property described in said contract, to wit:

ALL that lot or parcel of land situate in the City of Crisfield, Somerset County, State of Maryland, on the East side of Somerset Avenue, adjoining the land of Charles W. Howeth on the North and the land of Simmons Tilghman on the South, being all and the same land which was conveyed to Teresa H. Nelson by the Bank of Crisfield by deed dated September 9, 1946 and recorded among the aforesaid Land Records in Liber B.L.B. No. 138, folio 72, and being all and the same land which was conveyed to the Bank of Crisfield by Alice E. Webb and The Webb Packing Company by deed dated October 13, 1936 and recorded among the aforesaid Land Records in Liber J.M.T. No. 112, folio 231.

TO which said deeds and all the references therein contained, special reference is here made for a more complete and accurate description of the land, the sale of which is reported herein.

AND he then sold the said property to Teresa H. Nelson of Princess Anne, Somerset County, Maryland, at and for the sum of Six Thousand Dollars ($6,000.00), and the purchaser has complied with the terms of the sale, and your Trustee has distributed the proceeds as follows:

Total Sale		$ 6,000.00
To: Clerk of Court, costs	$ 28.00	
Auctioneer	10.00	
Advertisement & Order Nisi	43.75	
Appearance Fee	10.00	
Attorney's Fee	25.00	
Assignee as Commission	450.00	
Contract claim, filed herein	7,346.32	
	$7,913.07	
Deficiency	1,913.07	
	$6,000.00	

$6,000.00

Respectfully submitted,

s/ Harry T. Phoebus, Jr.
Assignee

Harry T. Phoebus, Jr., Assignee of Vendor's interest under Land Installment Contract executed by George D[illegible]s and Cassie A. Evans, Vendees, Ex Pa[illegible] : No. 7629 Chancery : In the Circuit Court for : Somerset County, Maryland : In Equity

.. ..

ORDER NISI

ORDERED this 5th day of October, 1960, that the sale of the property mentioned in these proceedings and the distribution of the proceeds therein, made and reported by Harry T. Phoebus, Jr., Assignee of the Contract of Sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of November, 1960, provided that a copy of this Order be inserted in some newspaper published in Somerset County, once in each of three successive weeks before the 29th day of October, 1960.

The report states the amount of sale to be Six Thousand Dollars ($6,000.00).

s/ Grace J. Barnes,
Grace J. Barnes, Clerk of the
Circuit Court for Somerset County

And thereafter, on the Second day of December, in the year Nineteen Hundred and Sixty, a Final Order of Court was filed in Court here, which said Final Order is in the words following, to wit:

Harry T. Phoebus, Jr., Assignee of	:	No. 7629 Chancery
Vendor's interest under Land Installment	:	In the Circuit Court for
Contract executed by George D. Evans and	:	Somerset County, Maryland
Cassie A. Evans, Vendees, Ex Parte	:	In Equity

.. ..:.. .. ..

ORDER OF COURT

ORDERED by the Circuit Court for Somerset County, Maryland, this 2 day of December, 1960, that the sale of the property mentioned in these proceedings, and the distribution of the proceeds therein made and reported by Harry T. Phoebus, Jr., Assignee of the Contract of Sale filed herein, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed herein.

s/ E. McMaster Duer
Judge

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

Per: Grace J. Barnes, Clerk

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January Term, 1961

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in January, being the Second day of the same month, in the year of our Lord, One Thousand Nine Hundred and Sixty-One.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child
Isaac H. Dorsey, Sheriff and Grace J. Barnes, Clerk

L. Creston Beauchamp, Attorney, Ex Parte under power contained in Mortgage from Mollie Mills to J. William Bromley and Drucilla Bromley, and assigned to Luther H. Hamlet

) Be it remembered that heretofore to wit, on the Thirteenth day of October, in the year Nineteen Hundred and Sixty, a certain L. Creston Beauchamp, attorney of Somerset County and State of Maryland, exhibited and filed in the Circuit Court here, an Original of a Certain Mortgage with its Assignments and an Order to Docket suit, which said Order, Original Mortgage and Assignments are in the words following, to wit:

L. Creston Beauchamp, Attorney	:	No. 7657 Chancery
for the purpose of foreclosing and	:	In the Circuit Court for
collecting a mortgage from Mollie	:	Somerset County, Maryland
Mills	:	In Equity

.. ..:.. .. ..

Mr. Clerk:

Please docket a case as above and file for foreclosure the original mortgage from Mollie Mills, dated June 21, 1946, and recorded among the Land Records of Somerset County, Maryland, in Liber No. 137, folio 149, and enter my appearance as trustee and assignee named in said mortgage.

s/ L. Creston Beauchamp

MORTGAGE

No. 7657 Chancery

THIS MORTGAGE, Made this 21st day of June in the year nineteen hundred and forty-six, by Mollie Mills, of Somerset County, State of Maryland, witnesseth:

Whereas, the said Mollie Mills is indebted unto J. William Bromley and Drucilla V. Bromley, his wife, of said County and State, in the full and just sum of Seven Hundred Fifty ($750.00) Dollars, being part of the purchase money for the hereinafter described real estate; which said indebtedness is evidenced by the bill obligatory of the said Mollie Mills, for said sum, dated evenly herewith, payable to the order of the said J. William Bromley and Drucilla V. Bromley in fifteen monthly installments of Fifty ($50.00) Dollars each; the first of which said installment

shall become due and payable on the 20th day of July, 1946 and the remaining installments on even date of each succeeding month thereafter, until fully paid; together with interest on all unpaid balances payable semi-annually; and whereas, for the purpose of further securing the payment of which said sum and interest, when and as the same shall become due and payable, this mortgage is executed.

Now therefor this mortgage witnesseth: That for and in consideration of the premises and the sum of One Dollar, the said Mollie Mills hereby grants and conveys unto the said J. William Bromley and Drucilla V. Bromley, his wife, as tenants by the entireties, their heirs and assigns, all that lot or tract of land in East Princess Anne Election District, Somerset County, Maryland, and binding on the private road leading to the County Road from Princess Anne to Snow Hill, and lying North and Northwest of the Long-Broughton Tax Ditch, and adjoining the lands of H. Lee Powell, Charles H. Hayman, et. al, and containing thirty (30) acres, more or less, whichsaid land was conveyed unto the said J. William Bromley and Drucilla V. Bromley, his wife, by G. Mae Hayman, et als., heirs at law of Edward Clayton Lloyd, by deed dated August 11, 1945 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 132, folio 192, and being the same land which was conveyed unto the said Mollie Mills, by the said J. William Bromley and wife, by deed dated evenly herewith and intended to be recorded among the aforesaid Land Records.

To which said deeds and all the references in them contained, special reference is here made for a more complete and 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 Mortgagees, their heirs and assigns forever.

PROVIDED that if the said Mortgagor shall well and truly pay unto the said Mortgagees, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory, and shall perform all the covenants herein on 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 Mollie Mills 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 andedemandable; and it shall be lawful for the said Mortgagees, their personal representatives or assigned 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, andsuch 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 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 mortgage 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

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 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 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: s/ Sally L. Ford — s/ Mollie Mills

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT

I HEREBY CERTIFY, That on this 21st day of June in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Mollie Mills the mortgagor named in the foregoing mortgage and she acknowledged the foregoing mortgage to be her act and deed; and at the same time and place also personally appeared before me Edgar A. Jones 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 agent for the mortgagees, duly authorized to make this affidavit.

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

s/ Sally L. Ford
Sally L. Ford
Notary Public

(SEAL OF NOTARY)

Received for Record June 26, 1946, and recorded in Liber B.L.B. No. 137, Folio 49 one of the Land Records of Somerset County.

Per s/ Benjamin L. Barnes, Clerk

ASSIGNMENT

For value received, we hereby assign the within mortgage unto Luther H. Hamlet, his heirs, personal representatives and assigns, without recourse.

Witness our hands and seals this _____ day of October, 1960.

s/ J. William Bromley (SEAL)
(J. William Bromley)

s/ Drucilla V. Bromley (SEAL)
(Drucilla V. Bromley)

WITNESS:
s/ Eva Frances Crouch

ASSIGNMENT

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

Witness my hand and seal this 13th day of October, 1960.

Test: s/ Alice Ann Webster — s/ Luther H. Hamlet (SEAL)

And thereafter, on the Tenth day of November, in the year Nineteen Hundred and Sixty, a Bond was filed in Court here, which said Bond is in the words following, to wit:

BOND

LIBER 11 PAGE 243 — No. 7657 Chancery

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of November, 1960.

WHEREAS, by mortgage dated June 21, 1946, recorded among the Land Records of Somerset County, Maryland, in Liber No. 137, folio 149, a certain Mollie Mills conveyed to J. William Bromley and wife certain real estate in said County, and whereas default occurred in the terms and conditions of said mortgage, and, whereas, by virtue of the power and authority contained in said mortgage and duly recorded assignments, the said L. Creston Beauchamp is authorized to sell the mortgaged property, and, whereas, the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by sale of said mortgaged property.

NOW THE CONDITION of the above obligation is such that, if the above bounded L. Creston Beauchamp doeand shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

s/ L. Creston Beauchamp (SEAL)
(L. CRESTON BEAUCHAMP) PRINCIPAL

MARYLAND CASUALTY COMPANY
BY
s/ L. C. Beauchamp (CORPORATE SEAL)
ATTORNEY IN FACT

WITNESS:
s/ Barbara F. Carey

The within Bond approved.
s/ Grace J. Barnes, Clerk

Filed for Record Nov. 10, 1960 and recorded in Liber B.L.B. No. 8, Folio 243.
Test: s/ Grace J. Barnes, Clerk

And thereafter, on the Sixteenth day of November, in the year NineteenHundred and Sixty, a Report of Sale and Distribution, Affidavit and Order Nisi were filed in Court here, which said Report of Sale and Distribution, Affidavit and Order Nisi are in the words following, to wit:

L. Creston Beauchamp, Ex Parte	:	No. 7657 Chancery
Trust created by mortgage from Mollie	:	In the Circuit Court for
Mills, assigned to L. Creston	:	Somerset County, Maryland
Beauchamp	:	In Equity

.. .. : .. ..

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of L. Creston Beauchamp, assignee and trustee for the purpose of foreclosure of a mortgage from Mollie Mills to William Bromley, dated June 21, 1946, recorded among the land records of Somerset County, Maryland, in Liber 137, folio 149, duly assigned to the said L. Creston Beauchamp for the purpose of foreclosure, respectfully shows:

The by virtue of the power and authority contained in said mortgage and after having given bond with approved security, and afterhaving given at least twenty-one 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 infront of the court house in said county, in Princess Anne, Maryland, on Tuesday, November 15, 1960, at the hour of 2 o'clock P.M., and then and there proceed to sell at public auction, for cash, the following described property mentioned in said mortgage, nameled:

He offered all that lot or tract of land situate, lying or being in East Princess Anne Election District, Somerset County, Maryland, and binding a the private road leading to the county road from Princess Anne to Snow Hill, and lying north and north-west of the Long-Broughton Tax Ditch, and adjoining the lands of Charles H. Hayman, H. Lee Powell and others, and containing 30 acres. more or less, and being the same and all the land which was conveyed unto Mollie Mills by J. William Bromley and wife by deed dated June 21, 1946, recorded among said land records in Liber No. 136, folio 231, and sold the same to Luther H. Hamlett of said Somerset County at and for the sum of seven hundred dollars, he being the the highest bidder therefor at said sum, which has been paid in cash.

And the assignee an trustee makes the following distribution of the proceeds of said sale

WHOLE amount of sale			$ 700.00
Clerk's Costs	$ 28.00		
Advertising	40.00		
Premium on Bond	10.00		
Auctioneer	10.00		
Taxes, 1959-1960	40.86		
Attorney's Fee	25.00		
Commissions, per rule,	61.00		214.86
			485.14
Due to Luther H. Hamlett, holder of note, scrued by mortgage,		500.00	500.00
Balance dure Luther Hamlett			14.86

And the trustee pays a ratification ofhis proceedings in the premises.

All of which is respectfully submitted.

s/ L. Creston Beauchamp
Assignee and trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 15th day of November, 1960, before me, the subscriber a 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 facts stated in said report are true so the best of his knowledge and belief, and that the sale therein reported and the distribution of the proceeds therefrom were afairly made.

s/ Grace J. Barnes, Cl
Clerk of Court

L. Creston Beauchamp, Ex Parte : No. 7657 Chancery
Trust created by mortgage from : In the Circuit Court for
Mollie Mills, assigned to L. : Somerset County, Maryland
Creston Beauchamp : In Equity

.. ..:.. .. .. ..

ORDER NISI

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 16th day of November, 1960, that the report of L. Creston Beauchamp, trustee mentioned in the 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 January 5, 1961, provided a copy of this order be inserted in same weekly newspaper published in Somerset County, Maryland, once in each of three successive weeks on or before the 24th day of December, 1960.

s/ Grace J. Barnes, Clerk

And thereafter, on the Tenth day of January, in the year Nineteen Hundred and Sixty-one, a Final Order of Ratification was filed in Court here, which said Final Order is in the words following, to wit:

FINAL ORDER

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is, this 10th day of January, 1961, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds by him made, be and the same are hereby ratified and confirmed.

s/E. McMaster 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: Grace J. Barnes, Clerk

##########

Wade D. Ward, Assignee for the purpose of foreclosure and collection in a mortgage to the Bank of Crisfield, a body corporate, and by assignment to Wade D. Ward, for foreclosure and collection

) Be it remembered that heretofore to wit, on the Tenth day
) of February, in the year Nineteen Hundred and Sixty, a cer-
) tain Wade D. Ward, Attorney of Somerset County and State of
) Maryland, exhibited and filed in Circuit Court here, an
) original of a Certain Mortgage with its assignment, which
) said Original Mortgage andAssignment are in the words
) following, to wit:

Wade D. Ward, Attorney, Ex Parte under power contained in mortgage from Anna Jack and Elizabeth Bailey, to the Bank of Crisfield, and by assignment to Wade D. Ward, for foreclosure and collection : No. 7572 Chancery
: In the Circuit Court for
: Somerset County, Maryland
: In Equity

.. ..:.. .. ..

LIBER 183 PAGE 153

Purchase Money Mortgage
THIS MORTGAGE, Made this 28th day of June in the year nineteen hundred and fifty-seven, by Anna Jack, single, and Elizabeth C. Bailey, single, of Seaford, Delaware, parties of the first part.

WHEREAS, the said Anna Jack, single, and Elizabeth C. Bailey, single, are justly indebted unto the Bank of Crisfield, a body corporate, existing under the laws of the State of Maryland, party of the second part, in the full sum of Seven Thousand Dollars ($7000.00) evidenced by the certain Bill Obligatory of the said Anna Jack, single, and Elizabeth C. Bailey, single, bearing even date herewith for the said principal sum of Seven Thousand Dollars ($7,000.00) payable to the order of the said party of the second part one year 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 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 party of the second part, receipt whereof is hereby by them acknowledged, do grant and convey unto the said party of the second part, its successors and assigns, all that lot or parcel of land situate, lying and being in Asbury Election District, Somerset County, State of Maryland, which is more particularly described as follows, that is to say:-

ALL that lot or parcel of land, situate as aforesaid, binding on the South side of the state road leading to Jenkins Creek, beginning at the Northeast corner of the land of Betty Ward marked by a shallow ditch running North and South; thence by and with the state road in an Easterly direction to the land formerly owned by Washington Tull; thence in a Southerly directionby and with the said Tull land to the land of L. D. Ward; thence by and with the L. D. Ward land in a Westerly direction to the land of Betty Ward land to the place or point of beginning, and containing one (1) acre of land, more or less; and being the same and all that real estate and premises conveyed unto the said Warren Edward Owens, Jr. by Stoughton Sterling, by deed dated May 29, 1950 and recorded among the Land Records of said Somerset County, Maryland, in Liber B.L.B. No. 149, folio 469, and being the same and all that land conveyed to the said Anna Jack and Elizabeth C. Bailey from Edward Owens and Madeline Owens, his wife, by deed of even date and not yet recorded but intended to be recorded herewith -- to which said deed and records, aforesaid, and all the references therein contained, special reference is here made and as a part hereof for a more full and complete 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 bill obligatory, and shall perform all the covenants herein on 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 Anna Jack, single, and Elizabeth C. Bailey, single do hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or theinterest thereon to accrue, or in any part of either one of the, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee its successors or assigns, or Wade D. Ward their attorney of 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 thetime, 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 Mortgagee its successors personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same; and in the event that said mortgaged property, or any part thereof, shall be advertised under the powers hereby granted, and 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 mortgage property, and no sale advertised under said powers shall be stopped or stayed unless all of said costs, fees and commissions shall first be paid; and in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon shall pass with the said mortgaged property to the purchaser at any such sale.

And the said Mortgagors do further covenant to insure, and pending the existance of this mortgage of keep insured, the improvements on hereby mortgaged land to the amount of at least Seven Thousand dollars, and to cause the pclicy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said mortgagee its successors and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagors shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagee, and to deposit the policy or policies as aforesaid, the said mortgagee is hereby authorised 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:
s/ Robt B. Martin

s/ Anna Jack (SEAL)
Anna Jack, single

s/ Elizabeth C. Bailey (SEAL)
Elizabeth C. Bailey, single

STATE OF DELAWARE, COUNTY, to-wit

I HEREBY CERTIFY, That on this day of June in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Delaware, in and for personally appeared Anna Jack, single, and Elizabeth C. Bailey, single the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act and deed;

Witness my hand and Notarial Seal.

s/ Robt B Martin
Notary Public

SEAL OF NOTARY

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 28th day of June, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Somerset County, aforesaid, personally appeared before me. F. D. Tyler, Vice President of the Bank of Crisfield a body corporate, 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 F. D. Tyler further made oath asaforesaid, that he is the duly authorized agent for said Bank of Crisfield for the purpose of making this acknowledgment.

Witness my hand and Notarial Seal.

s/ Robt B. Martin
Notary Public

SEAL OF NOTARY

Received for Record July 3, 1957 and recorded in Liber B. L. B. No. 163 Folio 153 one of the Land Records of Somerset County.

Per s/ Benjamin L. Barnes, Clerk

ASSIGNMENT:

The "Bank of Crisfield" (a body comprate) hereby assigns the within mortgage to Wade D. Ward, attorney, for the purpose of foreclosure and collection. Witness its seal and the hand of F. D. Tyler, Vice President, thereof, this 8th day of February, 1960.

s/ F. D. Tyler
F. D. Tyler
Vice President

(CORPORATE SEAL)

Witness:
s/ Robert L. Tawes, Jr.
Robert L. Tawes, Jr., Asst. Cashier

And thereafter, on the fourth day of March, in the year Nineteen Hundred and Sixty, a Bond was filed in Court here, which said Bond is in the words following, to wit:

BOND

LIBER 6 PAGE 213

KNOW ALL MEN BY THESE PRESENTS, That we, Wade D. ard, of Somerset County, State of Maryland, and F. Doyle Tyler and A. Wellington Tawes, Sr., all of Somerset County, State of Maryland, in the full and just sum of Ten Thousand Dollars ($10,000.00) 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 or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of March, in the year nineteen hundred and sixty.

Whereas, by mortgage dated June 28, 1957, recorded among the Land Records of Somerset County, Maryland, in Liber B.L.B. No. 183 at folio 153, Anna Jack and Elizabeth C. Bailey conveyed to theBank of Crisfield, a body corporate, existing under the laws of the State of Maryland, certain real estate in Somerset County, to secure the payment of the sum therein mentioned, and whereas the said Wade D. Ward Assignee, by the virtue of the power and authority contained in said Mortgage is authorized upon default, to sell the property conveyed by the said mortgage; and whereas default has occurred in the terms and conditions of said mortgage and the said Wade D. Ward 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, Wade D. Ward, does and shall, well and faithfully perform the trust reposed in him by said mortgage and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of thesaid 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.

s/ Wade D. Ward (SEAL)
s/ F. Doyle Tyler (SEAL)
s/ A. Wellington Tawes, Sr. (SEAL)

Witness:
s/ June Wharton

The within Bond approved.
s/Grace J. Barnes, Clerk
Filed for Record March 4, 1960 and recorded in Liber B.L. B. No. Bond 6, Folio 213.
Test s/ Grace J. Barnes, Clerk

And thereafter, on the Ninth day of March, in the year Nineteen Hundred and Sixty, a Report of Sale, Affidavit and Order Nisiwere filed in Court here, which said Report of Sale, Affidavit and Order Nisi are in the wods following, to wit;

Wade D. Ward, Attorney, ExParte under power contained in mortgage from Anna Jack and Elizabeth Bailey, to the Bank of Crisfield, and by assignment to Wade D. Ward, for foreclosure and collection	:	No. 7572 Chancery In the Circuit Court for Somerset County, Maryland In Equity

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of sale of Wade D. Ward, Assignee, of a mortgage made and executed by Anna Jack and Elizabeth C. Bailey to the Bank of Crisfield, a body corporate, existing under the laws of the State of Maryland, dated June 28, 1957, recorded among the Land Records of Somerset County, Maryland, in Liber B.L.B. No. 183 at folio 153, and duly assigned to the undersigned for the purpose of foreclosure and collection, under and by virtue of a power of sale therein contained, default having been made in the payment of the interest thereon, or in some other covenant of said mortgage whereby the said mortgage debt has become due and demandable, respectfully represents unto your Honors:

That after giving b nd with security approved by the Clerk of this Court for the faithful performance of the assignee, as aforesaid, reposed in him by and pursuant to said mortgage and as required by law, and after giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper published in Somerset County, Maryland, once a week for three successive weeks before the day of sale; he did, pursuant to said notice, attend in front of the Post Office in Crisfield, Maryland, on the 5th day of March, 1960, at 2:00 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 Asbury Election District, Somerset County, State of Maryland, and being located on the South side of the State Road leading to Jenkins Creek and beginning at the Northeast corner of the land owned or formerly owned by Betty Ward, marked by a shallow ditch, and the State Road; thence running by and with the State Road in an Easterly direction to the lands owned or formerly owned by Washington Tull; thence funning in a Southerly direction by and with the lands of the said Washington Tull to the lands owned or formerly owned by L. D. Ward; thence by and with the said L. D. Ward property in a Westerly direction to the lands of said Betty Ward; thence to the place of beginning; and containing one (1) acre, more or less, and being the same and all that property conveyed to Anna Jack and Elizabeth C. Bailey from Edward Owens and Madeline Owens, his wife, by deed dated June 28, 1957, and recorded among the Land Records of Somerset County, Maryland,

And said property was sold to Jesse L. Long and Kenneth Rice they beingthen and there the highest bidders therefore, at and for the sum of Seventy One Hundred Thirty Five Dollars ($7135.00); and the purchasers have complied with the terms of sale.

Respectfully submitted,

s/ Wade D. Ward

Wade D. Ward
Attorney

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 7th day of March, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Wade D. Ward, attorney 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 and belief andthat the sale therein mentioned and reported was fairly made.

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

s/ June Wharton (SEAL OF NOTARY)
Notary Public

O R D E R N I S I

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 April, 1960, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 28th day of March, 1960.

The report states the amount of sale of $7135.00

s/ Grace J. Barnes
Clerk

And thereafter, on the Thirteenth day of April, in the year Nineteen Hundred and Sixty, a Final Order was filed in Court here which said Final Order is in the words following, to wit:

Ordered by the Circuit Court for Somerset County, in Equity, this 13th day of April, in the year nineteen hundred and sixty, that the sale of the real estate mentioned in these proceedings made and reported by Wade D. Ward, Assignee of said mortgage, be and the same is

hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause, and the assignee is allowed the usual commissions and such proper expense as he shall produce vouchers for to the auditor.

s/ E. McMaster Duer
Judge

And thereafter, on the Seventh day of September, in the year Nineteen Hundred and Sixty, was filed in Court here another Final Order, which said Final Order is in the words following, to wit:

Wade D. Ward, Assignee for the purpose of foreclosure and collection in a mortgage to the Bank of Crisfield a body corporate, and by assignment to Wade D. Ward, for foreclosure and collection	:	No. 7572 Chancery
	:	In the Circuit Court for
	:	Somerset County, Maryland
	:	In Equity

Ordered by the Circuit Court for Somerset County, in Equity, this 7th day of September, in the year nineteen hundred and sixty, that the sale of the real estate mentioned in these proceedings made and reported by Wade D. Ward, Assignee of said mortgage, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause, and the assignee is allowed the usual commissions and such proper expense as he shall produce vouchers for to the auditor.

s/ E. McMaster 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: Daniel J. Barnes, Clerk

Samuel Gladding, Bethlehem, Pennsylvania, and Bessie Gladding, Crisfield, Maryland
versus
Nora J. Adkins, Columbia, South Carolina

) Be it remembered that heretofore to wit, on the
) Twenty-Sixth day of February, in the year Nineteen
) Hundred and Sixty, a certain Wade D. Ward, Attorney
) of Somerset County and State of Maryland, exhibited
) and filed in Circuit Court here, a Bill of

Complaint, which said Bill of Complaint is in the words following, to wit:

Samuel Gladding, Bethlehem, Pennsylvania Bessie Gladding, Crisfield, Maryland	:	No. 7581 Chancery
	:	In the Circuit Court for
versus	:	Somerset County, Maryland
Nora J. Adkins, Columbia, South Carolina	:	In Equity

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

1. That the plaintiffs and the defendant are seized in fee simple, as Tenants in Common of all that land situate in Asbury Election District, Somerset County, State of Maryland, and being located on the Southeast side of the County Road known as Grace Street. The said premises being the same and all that land conveyed to Hetty A. Gladding from John E. Tull and Elizabeth C. Tull, by deed dated February 18, 1901, and recorded in Liber O.T.B. No. 30 at folio 369. The said premises being devised to Annie Gladding by Item No. 1 of the Last Will and Testament of Hetty A. Gladding and filed among the Testamentary Records in Liber F. E. D. No. 33 at folio 430.

II. That the said Annie Gladding died in September, 1959, intestate, leaving her surviving the following next of kin and heirs at law.

A. Samuel Gladding, brother, who resides in Bethlehem, Pennsylvania.

B. Bessie Gladding, sister, who resides in Crisfield, Maryland.

C. Nora J. Adkins, sister, who resides in Columbia, South Carolina.

III. That the said real estate is not susceptible of partition without material loss or injury to the parties entitled to their interests therein as stated, and that in order to make a division os said interests ic will be necessary that the said real estate be sold and the proceeds thereof be 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 according to their respective rights and interests.

3. That the Petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your Plaintiffs, an Order of Publication, giving notice to Nora J. Adkins, of Columbia, South Carolina, of the object and substance of this bill warning her to appear in this Court in person or by Solicitor on or before a certain day to be named therein to show cause if any she may have why a decree ought not to be passed as prayed.

And as in duty bound, etc.

s/Wade D. Ward
Wade D. Ward
Attorney for Plaintiffs
Office and P. O. Address
Crisfield, Maryland

And thereafter, on the same day, it being the Twenty-sixth day of Febrsary, in the year Nineteen Hundred and Sixty, an Order of Publication was filed in Court here, which said Order of Publication is in the following words, to wit:

Samuel Gladding, Bethlehem, Pa. Bessie Gladding, Crisfield, Md.	:	No. 7581 Chancery In the Circuit Court for
vs	:	Somerset County, Maryland
Nora J. Adkins, Columbia, S. C.	:	In Equity.

.. ..

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree for the sale of a certain lot of land in Asbury Election District, Somerset County, State of Maryland, formerly owned by Annie Gladding, located on the Southeast side of the County Road known as Grace Street.

The Bill alleges:

1. That the said Annie Gladding at the time of her death was seized and possessed, in fee simple, of the above described property, and leaving her surviving the following next of kin and heirs at law:

A. Samuel Gladding, brother

B. Bessie Gladding, sister

C. Nora J. Adkins, sister

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

To the end therefore.

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

2. That the proceeds of said sale may be distributed among the parties according to their respective rights and interest.

3. That your Petitioners may have such other and further relief as their case may require.

It is thereupon this 26 day of February, 1960, ordered by the Circuit Court for Somerset County, Maryland, in Equity, 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 26 day of March, 1960, give notice to the following: Nora J. Adkins, Columbia, South Carolina, of the object and substance of this bill warning her to appear in this Court in person or by solicitor on or before the 11 day of April, 1960, to show cause, if any she may have, why a decree ought not to be passed as prayed.

s/Grace J. Barnes
Grace J. Barnes
Clerk of the Circuit Court for
Somerset County, Maryland

And thereafter on the Eleventh day of May, in the year Nineteen Hundred and Sixty, a Petition for Decree Pro Confesso and Order of Court were filed in Court here, which said Decree Pro Confesso and Order are in the words following, to wit:

Samuel Gladding Bessie Gladding Plaintiffs	:	No. 7581 Chancery In the Circuit Court for
vs	:	Somerset County, Maryland
Nora J. Adkins Defendant	:	In Equity

.. ..

PETITION FOR DECREE PRO CONFESSO

To the Honorable, the Judges of said Court:-

The petition of the plaintiffs herein respectfully shows:

That the Order of Publication herein has been duly published in the Crisfield Times, a weekly printed and published at Crisfield, Somerset County, Maryland, as prescribed by said order, and the defendant Nora J. Adkins, having failed to appear, either in person or by solicitor, and answer the bill of Complaint therein filed against her.

The Plaintiffs therefore pray that the Bill of Complaint in this cause may be taked pro confesso against the said defendant, Nora J. Adkins, and that the plaintiffs have leave to take testimony before one of the standing examiners of this Court.

s/Wade D. Ward
Wade D. Ward
Solicitor for Plaintiffs

ORDER

It appearing from the proceedings in this cause that an Order of Publication heretofore issued therein has been duly published in the Crisfield Times, a weekly newspaper printed and published at Crisfield, Somerset County, Maryland, as prescribed by said order, and the defendant, Nora J. Adkins, has failed to appear to or answer the Bill of Complaint within the time prescribed by the Rules of this Court.

It is thereupon this 11th day of May, in the year nineteen hundred and sixty, 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 the said defendant, Nora J. Adkins.

And it is further ordered that the plaintiffs have leave to take testimony before one of the standing examiners of this Court.

s/Godfrey Child
Judge

And thereafter on the Seventeenth day of May, in the year Nineteen Hundred and Sixty, Testimony was filed in Court here which said Testimony is in the words following to wit:

Samuel Gladding :
Bessie Gladding :
Plaintiffs : No. 7581 Chancery

vs : In the Circuit Court for Somerset County, Maryland

Nora J. Adkins :
Defendant : In Equity

.. ..

TESTIMONY

In this cause an order having been passed for testimony to be taken to support the allegations of the Bill, I, Benson W. Sterling, 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 May, 1960, in Somerset County, aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. WADE D. WARD:

Bessie Gladding, a witness of lawful age, being one of the plaintiffs herein, teing duly sworn, deposes and says:-

Q. Please state your name, residence and occupation.
A. My name is Bessie Gladding. I reside in Crisfield, Maryland, and I am retired.

Q. Are you Bessie Gladding, who is one of the plaintiffs in this office?
A. I am.

Q. I offer the Bill of Complaint and all the exhibits annexed thereto. Are the plaintiffs and the defendant named in this action al the heirs of Annie Gladding who is the grantee of the premises described in the above Bill of Complaint?
A. Yes, Sir, to the best of my knowledge, they are.

Q. Will you please describe this property.
A. It is the property of Annie Gladding, located on Grace Street, in Asbury Election District, Somerset County, Maryland.

Q. Who occupies the residence at the present time?
A. No one.

Q. Can this property be divided among the heirs?
A. No. I can not see how it would be possible to divide this property.

Q. Do you believe that in order to make a division of your respective interests it will be necessary that the real estate be sold and the proceeds divided among you?
A. Yes, that is the only way it can be done.

COURT'S QUESTION
A. No, Sir.

s/Bessie Gladding
Bessie Gladding

s/Benson W. Sterling
Benson W. Sterling

Norman Mason, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:-

Q. Please state your name, residence and occupation.
A. My name is Norman Mason, I reside in Crisfield, Maryland, and I am in Coal and General Merchandising Business.

Q. Are you familiar with the value of land in the vicinity of the premises described by the previous witness.
A. Yes, I am.

Q. Have you made appraisals heretofore of such property?
A. Yes, I have.

Q. At my request did you make an appraisal of the premises mentioned above?
A. I did.

Q. What is the fair market value of the premises, in your opinion?
A. I would say approximately Fifteen Hundred Dollars ($1500.00) as the house on the property is only in fair condition.

COURT'S QUESTION:
A. No, sir.

s/Norman C. Mason
Norman Mason

s/Benson W. Sterling
Benson W. Sterling

There being no further witnesses to be examined and at the suggestion of the Solicitor for the Complainant, the papers are herwith returned to Court, and I further certify the annexed bill of costs is correct and paid by the plaintiffs.

Bill of Costs: Examiner $10.00
Witness my hand and seal.

s/Benson W. Sterling (SEAL)
Benson W. Sterling
Examiner in Chancery

And thereafter, on the Twenty-Seventh day of May, in the year Nineteen Hundred and Sixty an Order of Court was filed in Court here, which said Order is in the words following, to wit

Samuel Gladding Bessie Gladding Plaintiffs	:	No. 7581 Chancery In the Circuit Court for Somerset County, Maryland
vs	:	
Nora J. Adkins Defendant	:	In Equity

.. ..

ORDER OF COURT

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

It is thereupon, this 27th day of May, nineteen hundred and sixty, by the Circuit Court for Somerset County, in Equity, adjudged, ordered, and decreed, that the real estate mentioned in the proceedings, be sold.

That Wade D. Ward be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings shall be as follows:

The said Trustee shall first file in the office of the Clerk of the Circuit Court for Somerset County, in Equity, a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by the said Clerk of the penalty of three thousand Dollars ($3000.00) surety or sureties, 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 some newspaper printed and published in said Somerset County and such further notice as they may think proper of the time, place, manner and terms of sale, which term shall be as follows:

One-third in cash on the day of sale and the balance of the purchase money to be paid within thirty days from the day of sale, the deferred payment to bear interest from the day of sale and the payment therof to be secured by the bond of the purchaser with a surety or sureties to be approved by the said Trustee, or all cash at the prtion of the purchaser.

And as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of the same with an affidavit of the truth therof 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, the said Trustee shall by a good and sufficient deed to be executed and acknowledged by law, convey, to the purchaser or purchasers of said property and to his, her or their heirs and assigns, the property to him, her or them sold free, clear and discharged of all the 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 to this Court, the money arising from such sale or sales and the bond which may be taken for the same to be disposed of under the direction of this Court, after deducting therefrom the cost of this suit and such commissions of the said Trustee as the Court may think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their Trust.

s/E. McMaster Duer
Judge

And thereafter on the Seventeenth day of June, in the year Nineteen Hundred and Sixty, a Bond was filed in Court here, which said Bond is in the words following, to wit:

BOND

No. 7581 Chancery

KNOW ALL MEN BY THESE PRESENTS, that we, Wade D. Ward, of Somerset County, State of

Maryland, and F. Doyle Tyler and Lena E. Ward, all of Somerset County, State of Maryland, held and firmly bound ugto the State of Maryland, in the Full and just sum of Five Thousand Dollars ($5,000.00) 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 or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this day of June, in the year nineteen hundred and sixty.

WHEREAS, by and Order of the Court the said Wade D. Ward was appointed Trustee in the case of Equity No. 7581, and whereas, the said Wade D. Ward, Trustee, by way of Virtue of said Order of Court, is authorized to sell the property mentioned in the above entitled case.

Now Therefore, the condition of the atove obligation is such, that if the above bounded, Wade D. Ward, does and shall, well and faithfully perform the trust reposed in him by said Order and shall abide and fulfill any order or decree which shall be made by any Court of Equity in relation to thesale of the said property or the proceeds thereof, then the above obligation shall be void, otherwise to be and reamin in full force and virtue in law.

s/Wade D. Ward (SEAL)
Wade D. Ward
s/F. Doyle Tyler (SEAL)
F. Doyle Tyler
s/Lena E. Ward (SEAL)
Lena E. Ward

Witness:
June Wharton

The within bond approved.
Grace J. Barnes, Clerk.

Filed for record June 17, 1960 and recorded in Liber BLB No. 8 Folio 222.
Test: Grace J. Barnes, Clerk.

And thereafter, on the Twenty-Second day of June, in the year Nineteen Hundred and Sixty, a Report of Sale, Affidavit, and Order Nisi were filed in Court here, which said Report of Sale, Affidavit and Order Nisi arein the words following, to wit:

Samuel Gladding, Bethlehem, Pa. Bessie Gladding, Crisfield, Md. Plaintiffs	:	No. 7581 Chancery
	:	In the Circuit Court for
vs	:	Somerset County, Maryland
Nora J. Adkins, Columbia, S. C. Defendant	:	In Equity

.. ..

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Wade D. Ward, Trustee, appointed by this Court by order herein, dated May 27th, 1960, respectfully represents to your Honors that after giving bond with security approved by the Clerk of thes Court for the faithful performance of the trust so reposed in him by said order, and having given at least three weeks notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper published in the City of Crisfield, Somerset County, Maryland, for three weeks before the day of sale, he did pursuant to said notice attend at the property of the hereinafter described location, being located in Asbury Election District, Somerset County, Maryland, on the 17th day of June, 1960, at three o'clock in the afternoon of said day, and then and there proceeded to sell the property described in the Bill of Comrlaint, to wit:

All that lot or parcel of land, situate, lying and being in said Asbury Election District, Somerset County, State of Maryland, and being located on the Southeast side of the County Road known as Grace Street. The said premises being the same and all that property conveyed to Hetty A. Gladding from John B. Tull and Elizabeth C. Tull, by deed dated February 18, 1901, and recorded in Liber O.T.B. No. 30 at folio 369. The said premises being devised to Annie Gladding by Item No. 1 of the Last Will and Testament of Hetty A. Gladding and filed among

the Testamentary Records of Somerset County, Maryland, in Liber F.E.D. No. 33, at folio 430.

And sold the same to Raymond Nelson and Doris Nelson, his wife, for Two Thousand Dollars ($2,000.00). They being then and there the highest bidders therefor and the purchasers have complied with the terms of sale.

Respectfully submitted,
s/Wade D. Ward
Wade D. Ward, Trustee

STATE OF MARYLAND, Somerset County, to wit:

I HEREBY CERTIFY that on this 22nd day of June, 1960, before me, the subcriber, a Notary Public of the State of Maryland, in and for Somerset County, aforesaid, personally appeared Wade D. Ward, Trustee named in the foregoing report of sale, and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge, and belief and that the sale therein mentioned and reported was fairly made.

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

s/June Wharton
Notary Public

(Corporate Seal)

Samuel Gladding, Bethlehem, Pa. :
Bessie Gladding, Crisfield, Md. :
In Equity No. 7581
In the Circuit Court for
vs : Somerset County, Maryland
Nora J. Adkins, Columbia, S. C. :

.. ..

ORDER NISI

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to contrary thereof be shown on or before the 29th day of July, 1960, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of three successive weeks before the 12th day of July, 1960.

The report states the amount of sale to be Two Thousand Dollars, ($2,000.00)

s/Grace J. Barnes
Grace J. Barnes, Clerk.

And thereafter, on the Fourth day of August, in the year Nineteen Hundred and Sixty, a Trial Order of Ratification was filed in Court here, which said Final Order is the words following, to wit:

Samuel Gladding :
Bessie Gladding :
Plaintiffs : No. 7581 Chancery
In the Circuit Court for
vs. : Somerset County, Maryland
Nora J. Adkins :
Defendant : In Equity

.. ..

FINAL ORDER

Ordered by this Court this 4th day of August, 1960, that the sale made and reported by the attorney and trustee, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

s/E. McMaster 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: Grace J. Barnes, Clerk.

Julius Webster and
Hannah Webster
Wenona, Somerset County,
Maryland

versus

Allen J. Webster
Home Address: 204 Pryor Avenue
Salisbury, Maryland
Business Address:
Atlantic Service Station
302 East Main Street
Salisbury, Maryland

Be it remembered that heretofore to wit, on the Fifteenth day of November, in the year Nineteen Hundred and Sixty, a certain Thomas S. Simpkins, Attorney of the Law Firm of Simpkins and Simpkins of Somerset County and State of Maryland, exhibited and filed in Circuit Court here, an Order to File Suit and Enter Appearance and a Bill of Complaint, which said Order and Bill of Complaint are in the words following, towit:

Julius Webster and	:	No. 7667 Chancery
Hannah Webster	:	In the Circuit Court for
versus	:	Somerset County, Maryland
Allen J. Webster	:	In Equity

.. .. : .. ..

TO THE CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY.

Madam Clerk:

Please file the enclosed Bill of Complaint, issue subpoena for the respondent and enter the appearance of Simpkins and Simpkins, as solicitors for the complainants.

SIMPKINS AND SIMPKINS

BY s/ Thos. S. Simpkins
Solicitors for Complainants

INFORMATION:

Complainants:
Julius Webster
Hannah Webster
Wenona, Somerset County, Maryland

Complainants' Solicitors:
Simpkins and Simpkins
Prince William St.
Princess Anne, Maryland
Telephone: Princess Anne 397

Respondent:
Allen J. Webster
HOME ADDRESS: 204 Pryor Avenue, Salisbury, Maryland
BUSINESS ADDRESS: Atlantic Service Station
302 East Main St., Salisbury, Md.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your complainants, Julius Webster and Hannah Webster, his wife, by Simpkins and Simpkins, their solicitors, complaining say:

First: That they were the owners of valuable real estate in Deal Island Election District, Somerset County, State of Maryland, until the 23rd day of September, 1960.

Second: That on the 23rd day of September, 1960 they were induced by the respondent, the said Allen J. Webster, to execute a deed for said property, conveying a fee simple interest therein to the respondent, a copy of which will be introduced as complaintants' exhibit "A" at a hearing to be held on this matter.

Third: That Julius Webster, one of the complainants in this cause, is seventy-eight years of age and is the father of the respondent.

Fourth: That the said deed was recorded among the Land Records of Somerset County on November 14, 1960.

Fifth: That the respondent used undue influence as the son of the said Julius Webster, the complainant, to induce him to execute said deed.

Sixth: That the respondent procured the execution of the said deed through fraudulent misrepresentations.

Seventh: That there was no consideration for the execution of said deed.

TO THE END, THEREFORE.

(A) That the deed from the complainants to the respondent hereinbefore referred to may be declared void and be vacated and anulled and ordered expunged from the Land Records of Somerset County, Maryland.

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

AND, AS IN DUTY BOUND, ETC.

s/ Julius Webster (SEAL)
Julius Webster

s/ Hannah Webster (SEAL)
Hannah Webster
COMPLAINANTS

SIMPKINS AND SIMPKINS

BY s/ Thos. S. Simpkins
SOLICITORS FOR THE COMPLAINANTS

STATE OF MARYLAND, COUNTY OF SOMERSET, TO-WIT:

I hereby certify that on this 15th day of November, 1960 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Julius Webster and Hannah Webster, the complainants in the above entitled cause, and they made oath in due form of law that the matters and facts as set forth in the Bill of Complaint are true and correct to the best of their knowledge, information and belief and that they signed the same in my presence.

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

s/ Virginia B. Miles
Notary Public

(SEAL OF NOTARY)

And thereafter, on the same day, it being the Fifteenth day of November, in the year Nineteen Hundred and Sixty, a subpoena was issued for the reppondent, which said subpoena with its return thereon, is in the words following, to wit:

THE STATE OF MARYLAND

SOMERSET COUNTY, TO WIT: (SEAL OF COURT)

TO Allen J. Webster
HOME ADDRESS: 204 Pryor Avenue, Salisbury, Maryland
BUSINESS ADDRESS: Atlantic Service Station, 302 East Main Street, Salisbury, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, teginning on the first Monday of December next, and ending fifteen days thereafter, cause your answer or other defense to be filed tothe complaint of Julius Webster and Hannah Webster vs. Allen J. Webster against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 26th day of September Nineteen Hundred and Sixty.

Issued the 15th day of November 1960.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena, Personal attendance in Corut on the day named is not necessary, but unless you answer or make other defense with the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Compiainant(s)

Name Simpkins and Simpkins
Address Princess Anne, Maryland

s/ Grace J. Barnes, Clerk

RETURN: "Summoned Allen J. Webster and copy of Subpoena, Information, Affidavit and Bill of Complaint left with him, this 17th day of November, 1960. s/ Samuel A. Graham, Sheriff of Wicomico County"

And, thereafter, on the Seventeenth day of January, in the year Nineteen Hundred and Sixty-one, a Petition, Affidavit and Order of Court were filed in Court here, which said Petition, Affidavit and Order are in the words following, to wit:

Julius Webster and Hannah Webster : No. 7667 Chancery Cases

vs. : In the Circuit Court for

Allen J. Webster : Somerset County, Maryland

PETITION

To the Honorable, the Judges of said Court.

The petition of Julius Webster and Hannah Webster, the complainants, by Simpkins and Simpkins, their solicitors, respectfully represent:

That although summons has been issued to Allen J. Webster, the respondent in this cause, returnable on the 20th day of December, 1960, said Allen J. Webster has failed to appear, either in person or by solicitor, to answer the Bill of Complaint filed therein against him.

WHEREFORE, your petitioners pray this Honorable Court that the Bill of Complaint filed in this cause may be taken pro confesso against said respondent, Allen J. Webster.

SIMPKINS AND SIMPKINS

By s/ Thos. S. Simpkins
Solicitors for complainants

State of Maryland,
County of Somerset, S. S.

I hereby certify that on this 17th day of January, 1961, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas S. Simpkins, one of the solicitors for the complainants, and he made oath in due form of law that Allen J. Webster, the respondent, is not in the military service of the United States.

As witness my hand and Notarial Seal.

(SEAL OF NOTARY)

s/ Virginia B. Miles
Notary Public

ORDER OF COURT

The aforegoing Petition having been read and considered, it is, thereupon, this 17th day of January, 1961, A.D. by the Circuit Court for Somerset County, Maryland, in Equity,

ORDERED That the Bill of Complaint in the above entitled cause be and the same is hereby taken pro confesso against Allen J. Webster, the respondent, and leave be and is hereby granted to Julius Webster and Hannah Webster, the complainants, to take testimony in support of the allegations in their Bill of Complaint before one of the Standing Examiners of this Court.

s/ E. McMaster Duer
Judge.

And thereafter, on the Fourteenth day of February, in the year Nineteen Hundred and Sixty-One, a Petition and Order was filed in Court here, which said Petition and Order is in the words following to wit:

Julius Webster and Hannah Webster : No. 7667 Chancery Cases

vs. : In the Circuit Court for

Allen J. Webster : Somerset County, Maryland

To The Honorable, The Judges of said Court:

The Petition of Julius Webster and Hannah Webster, The Complainants in the above captioned case, by Simpkins and Simpkins, their solicitors, respectfully represent unto your Honors:

First: That the complainant stands ready to take testimony in the captioned matter in support of the Bill of Complaint filed therein.

Second: That since the standing examiner in Chancery is incapacitated it is necessary to arroint a special examiner in this matter.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order, arpointing a special examiner in Chancery to examine the Complainant's witnesses in the above captioned cause.

SIMPKINS AND SIMPKINS

BY s/Thos. S. Simpkins
Solicitors for Complainants

ORDER OF COURT

Upon the aforegoing Petition, it is this 14th day of February, 1961 by the Circuit Court for Somerset County, in Equity, ORDERED that Virginia B. Miles be and she hereby is appointed special examiner in Chancery to take testimony in the above captioned case.

s/E. McMaster Duer
JUDGE

And, thereafter, on the Sixteenth day of February, in the year Nineteen Hundred and Sixty-One, Testimony was filed in Court here which said Testimony is in the words following, to wit:

Julius Webster Hannah Webster	:	No. 7667 Chancery Cases
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Allen J. Webster	:	In Equity

I, Virginia B. Miles, Special Examiner, appointed by this Court, do hereby certify that at the law offices of Simpkins and Simpkins, Esquires, in Princess Anne, Maryland, on Wednesday, February 15, 1961 at the hour of 10 o'clock, A.M., I did take the following depositions; questions propounded by Thomas S. Simpkins, Esquire, one of the Attorneys for the Plaintiffs, that is to say:

Julius Webster, a witness of lawful age, being first duly sworn, deposes and says:

1. Please stat your name, address, and age.

A. Julius Webster, Deal Island, Maryland, and I am 78 years old.

2. Are you marries?

A. Yes I am. My wife is named Hannah Webster.

3. Do you have any children.

A. Yes, four children.

4. Do you know Allen J. Webster?

A. Yes, he is my son.

5. How old is he?

A. Twenty-six years old.

6. Do you own any property in Deal Island?

A. My wife and I did own a piece of property in Deal Island, our home, until the 23rd day of September, 1960.

7. What happened on September 23, 1960?

A. My son, Allen, induced us to execute a deed for our home to him.

8. I show you this copy of Plaintiffs' Exhibit "A" and ask you if you can identify it.

A. Well, from what you have told me about it, that is a copy of the deed we signed to our son, Allen.

9. How is your eyesight?

A. It is not good, I can read very little.

10. How far did you go in school?

A. I did not get through the first reader.

11. When you signed this deed for Allen, did you know what you were singing?

A. In a way I did not because I believed in him. I thought the deed reserved a life-time right for my wife and myself, which I understand it does not.

12. What did your son, Allen, say or do to you to induce you to execute this deed?

A. Well, he just asked us to sign this paper and told us that our lifetime rights in our home were reserved.

13. Did your son pay you any money for the execution of this deed?

A. No. he never gave us a cent.

14. Is this property we have been talking about the only property you and your wife own?

A. Yes, this in the only property we have in the world and the ohly place for my wife and me to live.

15. Why did you sign the deed in question?

A. Well, because my son asked us to and I din't know what I was signing, exactly, but I had faith in him.

COURT QUESTION AND ANSWER.

I have no more to say.

s/ Julius Webster
Julius Webster

s/Virginia B. Miles
Special Examiner

Now comes Hannah Webster, a witness of lawful age, being first duly sworn, deposes and says:

1. Please state your name, age and resident.

A. My name is Hannah Webster, I am 69, I live in Deal Island, Maryland.

2. Are you the wife of Julius Webster?

A. Yes.

3. Are you the mother of the respondent, Allen Webster?

A. Yes, I am.

4. Do you own any property in Somerset County?

A. Not now. We did own our home in Deal Island but on September 23, 1960, our son, Allen. got us to sign a deed to it for him.

5. How is your eyesight?

A. Not too good, but I can read. I went to the seventh grade in school. I can read but I can't read legal papers.

6. Did you know what you were signing when you signed the deed in question?

A. Well. when I signed the deed I thougth I was signing for a lifetime right but I later found out that our lifetime right was not reserved.

7. Did your son influence you in any way to get you to sign the deed?

A. Well, I don't know whether you would call it influence, but he asked us to sign the deed and told us our lifetime rights would be eserved and I believedhim and did not read the paper or take it to a lawyer to read to me for I could not have understood it even if I had read it.

8. Were your lifetime rights reserved in the deed, in fact?

A. No. they were not.

9. Did your son pay you anything to execute the deed?

A. No, nothing.

10. Do you own any other property of any kind?

A. No. we own no other property and this is the only place we have to live.

COURT QUESTION AND ANSWER.

I have nothing more to say.

s/Virginia B. Miles
Special Examiner

s/Hannah Webster
Hannah Webster

There being no further witnesses produced to me, I herewith, at the request of the Complainants' Solicitors, return this deposition to Court, closed under my hand and seal, and certify that all of the above testimony was taken in my presence as special examiner and that all of the requirements of General Equity 36A have been complied with and I further certify that the examiner&s costs have been paid by the Complainants.

Given under my hand and seal this 15th day of February, 1961.

s/Virginia B. Miles (SEAL)
Virginia B. Miles
Special Examiner

And thereafter, on the same day, it being the Sixteenth day of February, in the year Nineteen Hundred and Sixty-one, a "Complainant's Exhibit 'A' was filed in Court here, which said Exhibit is in the words following, to wit:

"Complainant's Exhibit 'A' ""
LIBER 201 FOLIO 200

THIS DEED, Made this 23rd day of September, A.D., in the year Nineteen Hundred and Sixty, by Julius Webster and Hannah "ebster, his wife, of Somerset County, State of Maryland,

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of One Dollar($1.00) and the assumtion and payment of the balance due on a mortgage in the original amount of $2100.00 from Julius Webster and Hannah Webster, his wife, to the Bank of Somerset, dated January 23, 1959, and other good and valuable consideration, receipt of which is hereby acknowledged, the said Julius Webster and Hanrah Webster, his wife, do hereby grant and convey unto Allen J. Webster, his heirs and assigns.

ALL that lot or parcel of land situate in Deal Island Election District, Somerset County, Maryland, on the West side of but not binding upon the County Road leading from Deal Island to Wenona, bounded on the North and East by the lands of Dewey Webster, on the South by the lands of Arthur and Katherine Lutz and on the West by the lands of Isabella Brown, containing one-half acres, more or less, and being the same land which was conveyed unto the said Julius Webster and Hannah Webster, his wife, by deed from Mary Webster Asselin and Roland G. Asselin, her husband, dated May 5, 1960, and recorded among the Land Records of Somerset County, Maryland in Liber GJB No.198, Folio 554, special reference to said deed being hereby made for a better description of the property conveyed.

TOGETHER with the improvements thereon and All the rights and appurtenances thereto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the above granted property unto Allen J. Webster, his heirs and assigns, forever in fee simple.

AND the said Julius Webster and Hanrah Webster, his wife, to hereby covenant that they will warrent specially the property hereby conveyed and that they will execute such other and further assurances of the same as may be requisite and necessary.

AS WITNESS our hands and seals.

s/Julius Webster (SEAL)
Julius Webster

ATTEST:
M. Worthington
As to both signatures

Hannah Webster (SEAL)
Hannah Webster

STATE OF MARYLAND:

TO WIT:

COUNTY OF SOMERSET:

I HEREBY CERTIFY, that on this 23 day of September, A.D., 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Julius Webster and Hannah Webster, his wife, and they each acknowledged the aforegoing Deed to be their respective act and deed.

AS WITNESS my hand and Notarial Seal.

(NOTARY SEAL)

Mabel E. Worthington
Notary Public

My Commission Expires: 5/1/61.

RECEIVED FOR RECORD Nov. 14, 1960 and recorded in Liber G.J.B. No. 201 Folio 200 one of the Land Records of Somerset County.

Per: Grace J. Barnes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a Deed from Julius & Hannah Webster to Allen J. Webster as recorded in Liber G.JB. No. 201, Folio 200, et seq., one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 15th day of February in the year Nineteen Hundred and Sixty-One.

(SEAL OF COURT)

s/ Grace J. Barnes
Clerk of the Circuit Court for Somerset County, Maryland

And, thereafter, on the Twenty-Seventh day of February, in the year Nineteen Hundred and Sixty-one, a Final Order of Court was filed in Court here, which said final Order is in the words following, to wit:

Julius Webster and Hannah Webster	:	No. 7667 Chancery Cases
	:	in the Circuit Court for
vs	:	Somerset County, Maryland
Allen J. Webster	:	In Equity

******

ORDER OF COURT

Upon the aforegoing Bill of Complaint and Testimony and Exhibit herein filed, it is this 27th day of February, 1961, A. D., by the Circuit Court for Somerset County, in Equity, ORDERED that the deed from Julius Webster and Hannah Webster to Allen J. Webster, dated September 23, 1960 and recorded among the Land Records of Somerset County in Liber G.J.B. No. 201, Folio 200, is and it shall hereby be null and void and without effect AB INITO.

E. McMaster 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: Grace J. Barnes Clerk.

****

January Term, 1961

L. Creston Beauchamp,	) Be it remembered that heretofore to wit, on the Thirteenth
Attorney for the purpose	) day of October, in the year Nineteen Hundred and Sixty, a
of foreclosing and collecting	) certain L. Creston Beauchamp, Attorney of Somerset County and
a mortgage from Mollie Mills	) State of Maryland, exhibited and filed in Circuit Court here,
	) an Order to Docket Suit and Enter Appearance and an original

of a certain mortgage, with it assignments which said Order and original Mortgage and Assignments are in the words following, to wit:

L. Creston Beauchamp, Attorney for the purpose of foreclosing and collecting a mortgage from Mollie Mills	:	No. 7657 Chancery
	:	In the Circuit Court for
	:	Somerset County, Maryland

.. .. : .. ..

Mr. Clerk:

Please docket a case as above and file for foreclosure the original mortgage from Mollie Mills, dated June 21, 1946, and recorded among the Land Records of Somerset County, Maryland, in Liber L No. 137, folio 149, and enter my appearance as trustee and assignee named in said mortgage.

s/ L. Creston Beauchamp

MORTGAGE
FROM
Mollie Mills
TO
J. William Bromley
Drucilla V. Bromley

THIS MORTGAGE, Made this 21st day of June in the year nineteen hundred and forty-six, by Mollie Mills, of Somerset County, State of Maryland, Witnesseth:

Whereas, the said Mollie Mills is indebted unto J. William Bromley and Drucilla V. Bromley, his wife, of said County and State, in the full and just sum of Seven Hundred Fifty ($750.00) Dollars, being part of the purchase money for the hereinafter described real estate; which said indebtedness is evidenced by the bill obligatory of the said Mollie Mills, for said sum, dated evenly herewith, payable to the order of the said J. William romley and Drucilla V. Bromley in fifteen monthly installments of Fifty ($50.00) Dollars each; the first of which said installments shall become due and payable on the 20th day of July, 1946 and the remaining installments on even date of each succeeding month thereafter, until fully paid; together with interest on all unpaid balances payable semi-annually; and whereas for the purpose of further securing the payment of which said sum and interest, when and as the same shall become due and payable, 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 Mollie Mills hereby grants and conveys unto the said J. William Bromley and Drucilla V. Bromley, his wife, as tenants by the entireties, their heirs and assigns, all that lot or tract of land in East Princess Anne Election District, Somerset County, Maryland, and binding on the private road leading to the County Road from Princess Anne to Snow Hill, and lying North and Northwest of the Long-Broughton Tax Ditch, and adjoining the lands of H. Lee Powell, Charles H. Hayman, et. al, and containing thirty (30) acres, more or less, which said land was conveyed unto the said J. William Bromley and Drucilla V. Bromley, his wife, by G. Mae Hayman, et. als., heirs at law of Edward Clayton Lloyd, by deed dated August 11, 1945 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 132, folio 192, and being the same land which was conveyed unto the said Mollie Mills, by the said J. William Bromley and wife, by deed dated evenly herewith and intended to be recorded among the aforesaid Land Records.

To which said deeds and all the references in them contained, special reference is here made for a more complete and 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 Mortgagees, their heirs and assigns forever.

PROVIDED that if the said Mortgagor shall well and truly pay unto the said Mortgagees, the aforesaid sum of money, with interest as aforesaid, as the same shall respectively become due and payable, according to the tenor and effect of the said bill obligatory, and shall perform all the covenants herein on 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 Mollie Mills does hereby covenant to pay when legally demandable. But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or 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 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 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 herein-before mentioned to be calculated upon the mortgage debt and interest, and the same shall be a lien upon the mortgage 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 asale 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 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 insure to the benefit ofthe said mortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder, and to deposit the policy or policies in the hands of the mortgagee, and if the said mortgagor shall fail to insure and keep insured the improvements aforesaid for the benefit of the mortgagees, and to deposit the policy or policies as aforesaid, the said mortgagees are hereby authorized to insure and keep insured the said improvements, and whatever sum the said mortgagees may be required topay 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:
s/ Sally L. Ford
Sally L. Ford

s/ Mollie Mills (SEAL)
Mollie Mills

STATE OF MARYLAND, SOMERSET COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 21st day of June in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Mollie Mills the mortgagor named in the foregoing mortgage and she acknowledged the foregoing mortgage to be her act and deed; and at the same time and place also personally appeared before me Edgar A. Jones 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 agent for the mortgagees, duly authorised to make this affidavit.

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

(SEAL OF NOTARY)

s/ Sally L. Ford
Sally L. Ford
Notary Public

Received for Record June 26, 1946 and recorded in Liber B. L. B. No. 137 Folio 49 one of the Land Records of Somerset County.

Per s/ Benjamin L. Barnes, Clerk

ASSIGNMENT

For value received, ~~and for the purpose of foreclosure~~ We hereby assign the within mortgage unto Luther H. Hamlet, his heirs, personal representatives and assigns, without recourse.

Witness our hands and Seals this ___ of October, 1960.

s/ J. William Bromley (SEAL)
(J. William Bromley)

WITNESS:
s/ Eva Frances Crouch

s/ Drucilla V. Bromley (SEAL)
(Drucilla V. Bromley)

ASSIGNMENT

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

Witness my hand and seal this 13th day of October, 1960.

Test: Alice Ann Webster

s/ Luther H. Hamlet (SEAL)

And thereafter, on the Tenth day of November, in the year Nineteen Hundred and Sixty, a Bond was filed in Court here, which said Bond is in the words following, to wit:

L. Creston Beauchamp, Attorney for the purpose of foreclosing and collecting a mortgage from Mollie Mills	:	No. 7657 Chancery
	:	In the Circuit Court for
	:	Somerset County, Maryland

.. .. : .. ..

LIBER 11 PAGE 243

No. 7657 CHANCERY

KNOW ALL MEN BY THESE PRESENTS, that we, L. Creston Beauchamp, of Somerset County, Maryland, and the Maryland Casualty Company, a Maryland Corporation, surety, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of November, 1960.

WHEREAS, by mortgage dated June 21, 1946, recorded among the Land Records of Somerset County, Maryland, in Liber No. 137, folio 149, a certain Mollie Mills conveyed to J. William Bromley and wife certain real estate in said County, and whereas default occured in the terms and conditions of said mortgage, and, whereas, by virtue of the power and authority contained in said mortgage and duly recorded assignments, the said L. Creston Beauchamp is authorized to sell the mortgaged property, and , whereas, the said L. Creston Beauchamp is about to exercise the power of sale contained in said mortgage by sale of said mortgaged property.

NOW THE CONDITION of the above obligation is such that, if the above bounded L. Creston Beauchamp do and shall and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

s/L. Creston Beauchamp (SEAL)
L. Creston Beauchamp Principal

MARYLAND CASUALTY COMPANY
BY
s/L. C. Beauchamp
Attorney in fact (SEAL)

WITNESS:
s/Barbara F. Carey
The within bond approved.
Grace J. Barnes, Clerk

Filed for record November 10, 1960 and recorded in Liber B. L. B. No 8, Folio 243.

Test: Grace J. Barnes, Clerk.

And thereafter, on the Sixteenth day of November, in the year Nineteen Hundred and Sixty, a Report of Sale, Affidavit and Order Nisi were filed in Court here, which said Report of Sale, Affidavit and Order Nisi are in the words following, to wit:

L. Creston Beauchamp, Ex Parte	:	No. 7657 Chancery
Trust created by mortgage from	:	In the Circuit Court
Mollie Mills, assigned to L.	:	for Somerset County,
Creston Beauchamp	:	Maryland
.. ..	:	.. ..

TO THE HONORABLE, THE JUDGE OF SAID COURT.

The report of L. Creston Beauchamp, assignee and trustee for the purpose of foreclosure of a mortgage from Mollie Mills to William Bromley, dated June 21, 1946, recorded among the land records of Somerset County, Maryland, in Liber 137, folio 149, duly assigned to the said L. Creston Beauchamp for the purpose of foreclosure, respectfully shows:

The by virtue of the power and authority contained in said mortgage and after having given bond with approved security, and after having given at least twenty-one days notice of the time, place, manner and terms of sale by advertisement in The Crisfield Times, a weekly newpaper published in said county and by handbill posted at the court house door in said county, he did, in pursuance of said notice, attend in front of the court house in said county, in Princess Anne, Maryland, on Tuesday, November 15, 1960, at the hour of 2 o'clock P. M., and then and there proceed to sell at public auction, for cash, the following described property mentioned in said mortgage, nemeled;

He offered all that lot or tract of land situate, lying or being in East Princess Anne, Election District, Somerset County, Maryland, and binding a the private road leading to the county road from Princess Anne to Snow Hill, and lying north and north-west of the Long-Broughton Tax Ditch, and adjoining the lands of Charles H. Hayman, H. Lee Powell and others, and containing 30 acres, more or less, and being the same and all the land which was conveyed unto Mollie Mills by J. William Bromley and wife by deed dated June 21, 1946, recorded among said records in Liber No. 136, folio 231, and sold the same to Luther H. Hamlett of said Somerset County at and for the sum of seven hundred dollars, he being the the highest bidder therefor at said sum, which has been paid in cash.

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

WHOLE amount of sale			$700.00
Clerk's Costs	$28.00		
Advertising	40.00		
Premium on Bond	10.00		
Auctioneer	10.00		
Taxes, 1959-1960	40.86		
Attorney's Fee	25.00		
Commissions, per rule	61.00		214.86
			485.14
Due to Luther H. Hamlett, holder of note, secured by mortgage,	$500.00		500.00
Balance dure Luther Hamlett			14.86

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

All of which is respectfully submitted.

s/L. Creston Beauchamp
Assignee and trustee.

State of Maryland, Somerset County, to wit:

I hereby certify that on this 15th day of November, 1960, 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 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.

s/Grace J. Barnes
Clerk of Court

L. Creston Beauchamp : No. 7657 Chancery
Ex Parte : In the Circuit Court for Somerset
Truste created by mortgage : County, Maryland.
from Mollie Mills :

.. ..

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 16th day of November, 1960, that the report of L. Creston Beauchamp, Trustee mentioned in the report of sale. and the sale of real estate by him reported, and 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 January 5, 1961, provided a copy of this order be inserted in same weekly newspaper published in Somerset County, Maryland, once in each of three successive weeks on or before the 24th day of December, 1960.

s/Grace J. barnes
Clerk of Court.

And thereafter, on the Tenth day of January, in the year Nineteen Hundred and Sixty-one, a Final Order was filed in Court here, which said Final Order is in the words following, to wit:

It having been proved to the Court that a copy of the preceding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary havung been shown, it is, this 10th day of January, 1961, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp, trustee, and the sale by him reported and the distribution of the proceeds by him made, be and the same are hereby tatified and confirmed.

s/E. McMaster 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: Grace J. Barnes Clerk.

March Term, 1961

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in March, being the Sixth day of the same month, in the year of our Lord, One Thousand Nine Hundred and Sixty-One.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
Hon. Godfrey Child, Associate Judge
Grace J. Barnes, Clerk

Isaac H. Dorsey, Sheriff and Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in Mortgage to First Shore Federal Savings and Loan Association, a body corporate : No. 7673 Chancery
: In the Circuit Court for
: SomersetCounty, Maryland
: In Equity

.. ..

Be it remembered that heretofore to wit, on the Sixth day of December, in the year Nineteen Hundred and Sixty, a certain Charles E. Hearne, Jr., attorney of the Law Firm of

Hearne, Fox and Bailey, of Wicomico County, State of Maryland, exhibited and filed in Circuit Court here, an Order to Docket Suit, Military Affidavit, Statement of Mortgage Debt and an Original of a Certain Mortgage, which said Original Mortgage, Order to Docket Suit, Affidavit and Statement are in the words following, to wit:

Charles E. Hearne, Jr. and James P. Bailey, Attorneys and Agents named in Mortgage to First Shore Federal Savings and Loan Association, a body corporate, from Robert B. Samworth and Kathryn Samworth, his wife	:	No. 7673 Chancery In the Circuit Court for Somerset County, Maryland In Equity

.. ..

MADAM CLERK:

Please docket case as above and file for foreclosure original mortgage from Robert B. Samworth and Kathryn Samworth, his wife, dated December 10, 1959, and recorded among the Land Records of Somerset County, Maryland, in Liber G. J. B. No. 195, Folio 415, and enter the appearance of the undersigned as Solicitors for the mortgagee, our address being Colonial Building, Salisbury, Maryland.

HEARNE, FOX & BAILEY

s/ By: Charles E. Hearne, Jr.
Solicitors for Mortgagee

MORTGAGE

ROBERT B. SAMWORTH
KATHRYN SAMWORTH
- his wife-

To

First Shore Federal Savings and Loan Association

THIS MORTGAGE, Made this 10th day of December, in the year of our Lord one thousand nine hundred and fifty-nine, by and between Robert B. Samworth and Kathryn Samworth, his wife, of Somerset County and State of Maryland, Mortgagors, and First Shore Federal Savings and Loan Association, a body corporate, Mortgagee;

WHEREAS, the said Mortgagors have received an advance in the full sum of SEVEN THOUSAND DOLLARS ($7,000.00), evidenced by the certain Bill Obligatory of the said Mortgagors bearing even date herewith for the said principal sum of SEVEN THOUSAND DOLLARS ($7,000.00); and

WHEREAS, the said Mortgagors have agreed to repay the said sum so advanced in the manner following:

That is to say, to repay the sum so advanced, with interest thereon from the date hereof on the unpaid principal until paid, principal and interest being payable at the office of the Mortgagee in Salisbury, Maryland, in monthly installments of SEVENTY -SEVEN AND 72/100 DOLLARS ($77.72); commencing on the first day of January, 1960, and on the first day of each and every month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the first day of December, 1969; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the said Mortgagors do hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, the following described parcel of land:

ALL that lot or parcel of land situate in Dames Quarter Election District of Somerset County and State of Maryland, and more particularly described as follows: Beginning for the same at a stake placed at the extreme Northwest corner of the land herein described, on the East side of the "Shore Side" County Road where said road leads to the Tangier Sound at the line of the high land; (1) thence South 32 degrees 00 minutes East a distance of 190 feet by and with the East side of said County Road to a 1¼ inch pipe situate in the center of a ditch dividing this land from the lands of Edgar Porter; (2) thence by and with the center of said ditch and the Porter lands North 77 degrees 00 minutes East a distance of 300.00 feet to a stake located South 30 degrees 45 minutes east a distance of 6 feet from a marked wild cherry;

(3) thence by and with the Porter land North 30 degrees 45 minutes West a distance of 196.5 feet to a 1¼ inch iron pipe located on the Tangier Sound Shore; (4) thence by and with the Tangier Sound Shore and the line of high land South 75 degrees 50 minutes West a distance of 301.20 feet to the aforesaid stake at the place of beginning, containing 1.2 acres, more or less, and being more particularly shown and designated on plat entitled "Descriptive Plat of Parcel of Land Surveyed for Mrs. Virginia Pratt and husband" dated January 4, 1957, made by W. Ballard Miles and recorded among the Land Records of Somerset County, Maryland in Liber G. J. B. No. 192, Folio 272, and being the same land that was conveyed unto Kathryn Samworth by Virginia Pratt Achwartz and husband by deed dated April 4, 1959 and recorded among the Land Reccrds aforesaid in Liter G.J. B. No. 192, Folio 270.

TOGETHER with the buildings and improvements thereupon and all the rights, roads, ways, waters, privileges, appurtenances and advantages therto belonging or in anywise appertaining, including also all heating, gas, plumbing, bathroom and kitchen accessories, heating plant or heating equipment and necessary parts thereof, hot water heaters, oil burners and oil tanks, lighting fixtures, window and door screens and storm windows and storm doors and such other items not above enumerated partaking of the nature of a fixture or fixtures, and;

This Mortgage shall also secure advances as provided by Article 66 of the Public General Laws of Maryland, or any amendments, supplements or additions thereto and it is agreed that the Mortgagee may at its option make advances to the Mortgagors, their heirs, personal representatives, succors or assigns, prior to the full payment of the mortgage debt but not to exceed the original amount hereof, provided the full amount of any such advance shall be used for paying the costs of repairs, alternations and improvements to the mortgaged property.

TO HAVE AND TO HCLD the above described premises unto the proper use and benefit of said Mortgagee, its successors and assigns, forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives, succors or assigns, shall well and truly pay, or cause to be paid, to the said Mortgagee, its successors or assigns, the aforesaid principal sum and interest thereon as the same shall respectively become due and payable and shall perform all the covenants herein contained on their part to be performed, then this mortgage shall be void.

It is further agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear interest at the rate of 6% per annum.

And the said Mortgagors, for themselves, their heirs, personal representatives, successors and assigns, covenant with the said Mortgagee as follows:

(1) That together with, and in addition to the monthly payments of principal and interest under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, the following sums: (a) an installment of the taxes and special assessments levied or to be levied against the premises covered by this mortgage, (b) an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual estimated premium or premiums for such insurance and one-twelfth (1/12) of taxes and assessments next due or as estimated by the Mortgagee. The Mortgagee shall hold such installments in trust to pay the premium or premiums, and taxes and assessments before the same become delinquent;

(2) To repay the indebtedness, together with interest, as herein provided;

(3) To comply promptly with all laws, ordinances and regulations affecting said premises or their use.

(4) To insure and pending the existance of this mortgage, to keep insured against loss by fire and extended coverage losses, the improvements on the hereby mortgaged land to the amount of at least SEVEN THOUSAND DOLLARS ($7,000.00) with company acceptable to said MORTGAGEE.
and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire or other loss thereunder, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of the lien or claim hereunder, and in the event that the Mortgagors shall neglect to pay such insurance premiums or any taxes or other public or private charges levied against said property, then the Mortgagee shall have the right to pay the same, and the same shall be added to the said mortgage debt, and be secured by the lien of this mortgage; and to bear interest at the rate of 6% per annum.

(5) To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof;

(6) That the holder of this Mortgage in any action to foreclose it, shall be entitled, without regard to the adequacy of any security for the debt, to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct;

(7) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent or should the same be encumbered by the Mortgagors, their heirs, personal representatives, successors and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become and owing as herein provided;

(8) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable if default shall occur in the payment of any monthly installments herein provided and said default shall continue for thirty (30) days, or if default shall occur in the performance of any of the aforegoing covenants and agreements and shall likewise continue for thirty (30) days.

(9) To pay a "late charge" not to exceed four per cent (4%) of any installments which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments;

(10) That this loan may be prepaid, in whole or in part, provided that six months' advance interest may be charged on that part of the aggregate amount of all prepayments mae in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepaymont.

AND it is agreed that until default be made in the premises said Mortgagors shall possess the aforesaid property. But if default be made in 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 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 and assigns, or for Charles El Hearne, Jr. Hamilton P. Fox, Jr., and /or James P. Bailey, its Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, 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 in some hereapter printed in the County or City in which the land or some portion thereof is situate and suchother notices as the said Mortgagee,

its successors or assigns, may deem expedient, and in the event of a sale of said property under the powers hereby granted the proceeds arising from such sale to apply, first to the payment of all expenses incident to such sale, including a fee of Fifty Dollars (50.00) 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 or assigns, under this Mortgage, whether the same has matures or not, and the surplus, if any there be, shall be paid to the said Mortgagors, their heirs, personal representatives, successors or assigns, or to whomsoever may entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Test:

Ruth L. Donaway

s/Robert B. Samworth (SEAL)
Robert B. Samworth
s/Kathryn Samworth (SEAL)
Kathryn Samworth

State of Maryland, Wicomico County, to wit:

I HEREBY CERTIFY, That on this 10th day of December A.D., 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Robert B. Samworth, his wife and each asknowledged the foregoing Mortgage to be their act and deed, and at the same time also personally appeared Charles E. Hearne, Jr., Attorney and Agent of the within Association, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as herein set forth, and also made oath that he is Agent of the Mortgagee and duly authorized to make this affidavit.

As Witness my hand and Notarial Seal.

s/Ruth L. Donaway
Notary Public

State Stamps, $7.70
(Notary Seal)

Received for record December 11, 1959 and recorded in Liber G.J.B. No 195 Folio 415 one of the Land Records of Somerset County.

Per: Grace J. Barnes, Clerk.

And thereafter, on the same day, it being the Sixth day of December, in the year Nineteen Hundred and Sixty, a Military Affidavit and Statement of Mortgage Debt were filed in Court here, which said Affidavit and Statement are in the words following, to wit:

CHARLES E. HEARNE, JR. AND JAMES P. BAILEY, ATTORNEYS AND AGENTS NEMED IN MORTGAGE TO FIRST SHORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	No. 7673 CHANCERY
FROM	:	N THE CIRCUIT COURT FOR
ROBERT B. SAMWORTH, KATHRYN SAMWORTH, his wife DAMES QUARTER MARYLAND	:	SOMERSET COUNTY, MARYLAND

****

MILITARY AFFIDAVIT

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 5th day of December, A. D., 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared John E. Morris, President of the within named Mortgagee, and made oath in due form of law that the said Robert B. Samworth and Kathryn Samworth, his wife, are not in the Military service as hereinafter set forth and that they have not been in such military service within thirty (30) days prior to the making of this affidavit, such military service being referred to as follows:

(1) Military service of the United States of America or of the enlisted reserve groups thereof.

(2) Ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

(3) The military service of any nation with which the United States of America may be allied in the prosecution of war.

AS WITNESS my hand and Notarial Seal.

s/Shirley P. Eastman
Notary Public (Notary Seal)

CHARLES E. HEARNE, JR. AND JAMES P. BAILEY, ATTORNEYS AND AGENTS NAMED IN MORTGAGE TO FIRST SHORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	No. 7673 CHANCERY
FROM	:	IN THE CIRCUIT COURT FOR
ROBERT B. SAMWORTH, KATHRYN SAMWORTH, his wife DAMES QUARTER MARYLAND	:	SOMERSET COUNTY, MARYLAND

* * * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

TO FIRST SHORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Principal Balance	$6813.53
Interest thereon from 11/30/60 to 1/3/61, date of sale	+ 37.40
	$6850.93

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 5th day of December, A. D., 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared John E. Morris, President of the within named Mortgagee, and made oath in due form of Law that the foregoing Statement of Mortgage Debt is true and correct.

s/Shirley P. Eastman
Notary Public (Notary Seal)

And thereafter, on the Sixth day of December, in the year Nineteen Hundred and Sixty, a Bond was filed in Court here which said Bond is in the words following, to wit:

LIBER 8 Page 251

No. 7673 CHANCERY

FIDELITY AND DEPOSIT COMPANY

Home Office OF MARYLAND Baltimore 3

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Charles E. Hearne, Jr., and James P. Bailey, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND, ($7,000.00 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and

severally, firmly by these presents.

Sealed with our seals and dated this 5th day of December in the year of our Lord nineteen hundred and sixty.

Whereas, the above bounded Charles E. Hearne, Jr. and James P. Bailey by virtue of the power contained in a mortgage from Robert B. Samworth and Kathryn Samworth, his wife, to First Shore Federal Savings and Loan Association bearing date the 10th day of December, 1959, and recorded among the mortgage records of Somerset County, Maryland, in Liber G.J.B. No. 195 Folio 415 and Charles E. Hearne, Jr., and James P. Bailey are about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles E. Hearne, Jr. and James P. Bailey do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounded Charles E. Hearne, Jr., and James P. Bailey has hereto set their hands and seals and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

s/ Shirley P. Eastman — s/Charles E. Hearne, Jr. (SEAL)

s/James P. Bailey (SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Witness:

s/ Shirley P. Eastman — By Charles E. Hearne, Jr.
Attorney-in-Fact (Corporate Seal)

The within bond approved.

Grace J. Barnes, Clerk.

Filed for Record Dec. 6, 1960 and recorded in Liber B.L.B. No. 8, Folio 251.

Test: Grace J. Barnes, Clerk.

And thereafter, on the Eighteenth day of January, in the year Nineteen Hundred and Sixty-One, a Report of Sale and Order Nisi were filed in Court here, which said Report of Sale and Order Nisi are in the words following, to wit:

CHARLES E. HEARNE, JR., AND JAMES P. BAILEY, ATTORNEYS & AGENTS NAMED IN MORTGAGE TO FIRST SHORE FEDERAL SAVINGS AND LOAN ASSOCIATION, A body corporate	No. 7673 CHANCERY
FROM	In the Circuit Court for
ROBERT B. SAMWORTH, KATHRYN SAMWORTH, his wife DAMES QUARTER MARYLAND	Somerset County, Maryland

* * * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in Mortgage, under and by virtue of the power of sale contained in a mortgage made and executed by Robert B. Samworth and Kathryn Samworth, his wife, dated December 10, 1959, and recorded i among the Land Records of Somerset County, Maryland, in Liber G.J.B. No. 195, Folio 415, default having been made in the payment of the money secured to be paid by said mortgage and in the payment of the interest thereon, and in other covenants and conditions of said mortgage whereby

the entire mortgage debt has become due and demandable, respectfully shows:

That after having given bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites as required by law and the said power contained in said mortgage, and after having given notice of the time, place, manner and terms of sale by advertisement in the Marylander and Herald, a weekly newspaper published in said Somerset County, for at least twenty (20) days before the day of sale, as will appear by reference to the attached Certificate of Publication of said notice of sale, they did, pursuant to said notice, attend at the front door of the Court House in Princess Anne, Maryland, on Tuesday, January 3, 1961, at 2:00 o'clock P. M., and then and there proceeded to sell the said real estate mentioned in said mortgage in the manner following, that is to say:

Your Attorneys and Agents offered at public auction to the highest bidder the real estate mentioned in said mortgage, same being described as all that lot or parcel of land situate in Dames Quarter Election District, of Somerset County and State of Maryland, and more particularly described as follows: Beginning for the same at a stake placed at the extreme Morthwest corner of the land herein described, on the East side of the "Shore Side" County Road where said road leads to the Tangier Sound at the line of the high land; (1) thence South 32 degrees 00 minutes East a distance of 190 feet by and with the East side of said County Road to a 1-1/4 inch pipe situate in the center of a ditch dividing this land from the lands of Edgar Porter; (2) thence by and with the center of said ditch and the Porter lands North 77 degrees 00 minutes East a distance of 300.30 feet to a stake located South 30 degrees 45 minutes East a distance of 6 feet from a marked wild cherry; (3) thence by and with the Porter land North 30 degrees 45 minutes West a distance of 196.5 feet to a 1-1/4 inch iron pipe located on the Tangier Sound Shore; (4) thence by and with the Tangier Sound Shore and the line of high land South 75 degrees 50 minutes West a distance of 301.20 feet to the aforesaid stake at the place of beginning, containing 1.2 acres, more or less, and being more particularly shown and designated on plat entitled "Descriptive Plat of Parcel of Land Surveyed for Mrs. Virginia Pratt and husband" dated January 4, 1957, made by W. Ballard Mies, and recorded among the Land Records of Somerset County, Maryland, in Liber G.J.B. No. 192, Folio 272, and being the same land that was conveyed unto Kathryn Samworth by Virginia Pratt Schwartz and husband by deed dated April 4, 1959 and recorded among the Land Records aforesaid in Liber G.J.B. No. 192, Folio 270, and also by deed from James P. Bailey dated March 15, 1960, and recorded among the Land Records aforesaid in Liber G.J.B. No. 198, Folio 366.

AND the Attorneys and Agents as aforesaid, under and by virtue of said power, sold the above described land unto Harry J. Smith and Betty E. Smith, his wife, as tenants by the entireties, at and for the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7500.00), they being at that sum the highest bidders therfor, and the said Purchasers have complied with the terms of sale.

And these Attorneys and Agents under the mortgage aforesaid further report and pray ratification of the distribution of the funds in their hands arising from said sale as follows:

AMOUNT received from said sale		$7500.00
Disbursements to be made:		
First Shore Federal Savings and Loan Association, mortgage debt & interest to date of sale	$6850.93	
G. J. Barnes, Clerk, costs	38.00	
Edwin Muir, auctioneer	20.00	
Marylander & Herald, Adv. of Sale	60.00	
Marylander & Herald, order nisi	10.00	
Fidelity & Deposit Co., bond premium	28.00	
Chamberlin Insurance Agency, insurance premiums due	59.80	

Treasurer, Somerset County, 1960 taxes	$ 21.33
Morris Furniss, insurance premium due	10.85
Edward L. Fontaine, Register of Wills, costs, inheritance tax, etc., due re Estate of Harry L. Bozman	64.41
Charles E. Hearne, Jr., & James P. Bailey, Attorneys, fee in lieu of Commissions	336.68
TOTAL DISBURSEMENTS	$7500.00

Respectfully submitted,
s/Charles E. Hearne, Jr.
Charles E. Hearne, Jr.

s/James P. Bailey
James P. Bailey
Attorneys and Agents

STATE OF MARYLAND, WICOMICO COUNTY, to-wit:

I HEREBY CERTIFY, That on this 17th day of January, A. D., 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale and distribution of the proceeds therof are true to the best of their knowledge, information and belief and that the sale therein was fairly made.

AS WITNESS my hand and Notarial Seal.

Ruth T. Donaway
Notary Public

ORDER NISI

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this 18th day of January, A. D., 1961, that the sale of property mentioned in these proceedings and the distribution of the funds arising from said sale, made and reported by Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in said mortgage under power contained in said mortgage to make said sale, be ratified and confirmed, unless cause to the contrary be shown on or before the 21st day of February, A. D., 1961, 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 6th day of February.

A.D., 1961

The report states the amount of sale to be SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7500.00)

s/Grace J. Barnes
Clerk.

And thereafter, on the Sixth day of February, in the year Nineteen Hundred and Sixty-one, another Order Nisi was filed in Court here, which said Order Nisi is in the words following, to wit:

CHARLES E. HEARNE, JR., and JAMES P. BAILEY, Attorneys and Agents named in Mortgage to First Shore Federal Savings and Loan Association, a body corporate	No. 7673 Chancery
From	In the Circuit Court for
ROBERT B. SAMWORTH, KATHRYN SAMWORTH, his wife Dames Quarter, Maryland	Somerset County, Maryland

* * * * * * * * * * * *

ORDER NISI

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this 6th day of February, A. D., 1961, that the sale of property mentioned in these proceedings and the distribution of the funds arising from said sale, made and reported by Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents named in said mortgage under power

contained in said mortgage to make said sale, be ratified and confirmed, unless cause to the contrary be shown on or before the 6th day of March, A.D., 1961, 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 27th day of February, A.D., 1961.

The report states the amount of sale to be SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7500.00).

s/ Grace J. Barnes
Clerk.

And thereafter on the Seventh day of March, in the year Nineteen Hundred and Sixty-One, a Final Order of Ratification was filed in Court here, which said Final Order is in the words following, to wit:

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Somerset County and State of Maryland, in Equity, this 7th day of March, A.D., 1961, that the sale and the distribution of the funds arising from said sale, made and reported by Charles E. Hearne, Jr., and James P. Bailey, Attorneys and Agents under power contained in 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.

s/E. McMaster 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: Grace J. Barnes Clerk.

Norma M. Kelly
908 Ty son Street
Baltimore 1, Maryland

versus:

Lois Kelly
Chance, Somerset County, Maryland,
Elma Webster McDaniel and
Bruce McDaniel, her husband,
34 North Lakewood Avenue
Baltimore 24, Maryland.

) Be it remembered that heretofore to wit, on the
) Twenty-second day of September, in the year
) Nineteen Hundred and Sixty, a certain Alexander
) G. Jones, Attorney of the Law Firm of Jones and
) Jones of Somerset County and State of Maryland,
) exhibited and filed in Circuit Court here A Bill
) of Complaint and Plaintiff's Exhibits "A," "A1,"
"A2,"A3",B",C","D","E", "F","G", and "H", which said Bill of Complaint and Plaintiff's Exhibits are in the words following, to wit:

Norma M. Kelly
908 Tyson Street
Baltimore 1, Maryland

Vs.

Lois Kelly,
Chance, Somerset County, Maryland,
Elma Webster McDaniel and
Bruce McDaniel, her husband,
34 North Lakewood Avenue,
Baltimore 24, Maryland.

No.7650 Chancery
In the Circuit Court for
Somerset County, Maryland
In Equity.

. . . .

To the Honorable, the Judge of said Court:

Your Oratrix, complaining says:

1. That the said Norma M. Kelly, Lois Kelly and Elma Webster McDaniel are seized and possessed, as tenants in common, of the hereinafter described real estate in the shares hereinafter set forth:

All those lots or parcels of land situate in Rock Creek, in Dames Quarter Election District, Somerset County, Maryland, more particularly described as follows:

(1) Lot No.1 -All that lot or parcel of land, situate as aforesaid, "adjoining on the

North to the lot of the Parsonage of the M. E. Church, and on the East adjoining the lands of Mary J. Horner and on the south adjoining the lands of John W. Shores and thence running west to the main County Road and thence by and with said County Road back to the corner of the Parsonage lot." Lot No.2- All that lot or parcel of land, situate as aforesaid, "being known as the woods lot beginning at the Corner of the Schoolhouse lot in Rock Creek and running north with the County road to the intersection of the County Road running East, thence with this County road to the lot of John W. Shores, thence running South to the School house lot, and thence west to the main County road or place of beginning. Above said 2 lots containing 6 3/4 acres of land, more or less." The above two lots being the same and all the land conveyed unto William D. Kelly by Catharine T. Kelly by deed dated April 19, 1901 and recorded among the Land Records of Somerset County in Liber O.T.B.No.30, folio 599, a certified copy of which deed is filed herewith as a part hereof, marked "Plaintiff's Exhibit A"; except so much thereof as was conveyed by the said William D. Kelly as follows: (1) To Mrs. Earnnie Jones by deed dated June 29, 1903 and recorded among the aforesaid Land Records in Liber O.T.B. No.35, folio 543, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit A (1)"; (2) To State of Maryland by deed dated June 16, 1931 and recorded among the aforesaid Land Records in Liber J.M.T. No.102, folio 166, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit A (2)"; (3) To Lillian F. Webster by deed dated September 16, 1939 and recorded among the aforesaid Land Records in Liber B.L.B. No.123, folio 390, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit A (3)".

(2) All that lot or parcel of land, situate as aforesaid, and "southeast of but not binding on the county road leading from the Thoroughfare Bridge to Dames Quarter by way of Disharoon's store, and bounded on the northeast by the lands of Elizabeth Shores, on the southeast by marsh land, on the southwest by the lands of Edgie Shores, Thomas Tankersley and James L. Bennett, and on the northwest by other lands of Maria W. Webster", containing three acres, more or less, being the same and all the land which was conveyed unto the said William D. Kelly by Martha W. Webster by deed dated February 5, 1909 and recorded among the aforesaid Land Records in Liber S.F.D.No.50, folio 339, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit B."

(3) All that lot or parcel of land, situate as aforesaid, adjoining the land of Martha Webster, Thomas H. James, Calvin T. Gladden and others, containing 1 acre, more or less, being the same and all the land which was conveyed unto the said William D. Kelly by Warren C. Gladden and wife by deed dated November 29, 1911 and recorded among the aforesaid Land Records in Liber S.F.D.No.58, folio 586, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit C".

(4) All that lot or parcel of land, situate as aforesaid, lying and binding on the county road leading from the school house to the old Methodist Episcopal Church, adjoining the lands owned or formerly owned by Martha Webster and Elizabeth Gladden, deceased, and contining 1 acre, more or less, being the same and all the land which was conveyed unto the said William W. D. Kelly by Harry C. Dashiell, Trustee, by deed dated March 4, 1912 and recorded among the aforesaid Land Records in Liber S.F.D.No.59, folio 127, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit D".

(5) All that lot or parcel of land, situate as aforesaid, beginning for the same at the corner of a lot owned and occupied by Thomas H. James (said lot formerly belonging to Gustavus Price) and bounded on the north by said Thomas H. James' lot and on the east by the Public Road leading from the Cemetery to the M. E. Church, and on the south by the lot that formerly belonged to Joshua Whitelock, deceased, and on the west by the land that formerly belonged to George W. Gladden Sr. and wife, being the same and all the land conveyed unto the said William D. Kelly by Carrie A. Gladden and husband by deed dated April 13, 1914 and

recorded among the aforesaid Land Records in Liber W.J.S.No.66, folio 259, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit".

(6) All that lot or parcel of land, situate as aforesaid, lying on the northeast side of the old county road leading from Dames Quarter to Deal Island, bounded on the north by land which formerly belonged to Biddy Tankersley and on the east by the land of Warren C. Gladden, containing two acres, more or less, being the same and all the land conveyed unto the said William D. Kelly by Clarence F. Tankersley and wife by deed dated June 11, 1915 and recorded among the aforesaid Land Records in Liber W.J.S. No.68, folio 458, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit F".

(7) All that lot or parcel of land, situate as aforesaid, lying on the north side of and binding upon the county road leading from Rock Creek Methodist Episcopal Church to Deal Island, and on the west side of and binding upon the county road leading from said Rock Creek Methodist Episcopal Church to Tangier Sound, and on the east side of the county road leading from the county road first mentioned to the home place of the late James L. Bennett, being the same and all the land conveyed unto the said William D. Kelly by Lena M. Bennett by deed dated April 24, 1917 and recorded among the aforesaid Land Records in Liber W.J.S.No.73 folio 223, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit G".

(8) All that lot or parcel of land, situate as aforesaid, adjoining the home place of John P. Webster, contining 1 3/4 acres of land, more or less, being the same and all the land conveyed unto the said William D. Kelly by Gordon Tull, Trustee, by deed dated October 3, 1919 and recorded among the aforesaid Land Records in Liber W.J.S. No.79, folio 117, a certified copy of which deed is filed herewith as a part hereof marked "Plaintiff's Exhibit H".

2. Upon the death of the said William D. Kelly, intestate, on January 3, 1940, title to the above described properties descended unto his widow, Iva Kelly, and his daughters, Norma M. Kelly, the complainant herein, and Lois Kelly, one of the defendants herein, as his only heirs at law; upon the death of the said Iva Kelly, intestate, on May 26, 1959, her interest in said land, the same being an undivided one-third interest, descended unto her daughters, the said Norma M. Kelly and Lois Kelly, and Elma Webster McDaniel, half sister of the said Norma M. Kelly and Lois Kelly, as her only heirs at law; resulting in the said Norma M. Kelly owning an undivided four-ninths (4/9) interest in said real estate, and the said Lois Kelly owning an undivided four-ninths (4/9) interest in said real estate, and the said Elma Webster McDaniel owning an undivided one-ninth (1/9) interest in said real estate.

3. That the above descrited real estate is not susceptible to partition without material loss and injury to the parties entitled to interest therein.

4. That the said Norma M. Kelly is unmarried, and the said Lois Kelly is un-married, and the said Elma Webster McDaniel intermarried with Bruce McDaniel, and that the parties to this proceeding are all adults over the age of twenty-one years.

To the end, therefore,

a. That a decree may be passed by this Court for the sale of the real estate described in the above petition and a division of the money arising from said sale may be made among the parties according to their respective rights.

b. That your oratrix may have such other and further relief as her case may require.

May it please your Honor to grant unto your oratrix the writ of subpoena directed to the said Lois Kelly, residing in Chance, Somerset County, Maryland, and to the said Elma Webster McDaniel and Bruce McDaniel, her husband, residing at 34 North Lakewood Avenue, Baltimore 24, 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.

JONES & JONES

By Alexander G. Jones,
Solicitors for Plaintiff
Princess Anne, Maryland
Phone 161

$.50
U.S. Revenue Stamp..

PLAINTIFF'S EXHIBIT A

This deed made this 19th day of April A.D. nineteen hundred and one, by me Katherine T. Kelley of Rock Creek, Somerset County State of Maryland, witnesseth, that for and in consideration of One Dollar, and a proper maintenance of me during life, in food, clothing, and medicinal attention if any needed, and payment of my funeral expenses, in the event of my death, I, above said Katherine T, Kelley do grant, and bequeath unto William D. Kelly my son, all the real estate of which I am now possessed, together with all the improvements thereon, and which said property is located in Rock Creek, Somerset C-ty Md; reserving to myself however the portion which is hereinafter described for my sole and entire use, during my natural life, but in the event of my death, said reserved part of the property together with the improvements thereon, to revert back to my son William D. Kelly in fee simple. The property hereby conveyed being the lots inherited by Katherine T. Kelly from her parents, namely John Shores and Charlotte Shores his wife, both now decd: The first lot adjoining on the north to the lot of the Parsonage of the M. E. Church, and on the East adjoining the lands of Mary J. Horner and on the South adjoining the lands of John W. Shores and thence running west to the main County Road and thence by and with said County Road back to the corner of the Parsonage lot.

Lot No.2 being known as the woods lot beginning at the Corner of the Schoolhouse lot in Rock Creek and running north with the County road to the intersection of the County Road running East, thence with this County road to the lot of John W. Shores thence running South to the School house lot, and thence west to the main County road or place of beginning. Above said 2 lots containing 6 3/4 acres of land more or less. Now the part I herewith reserve for my personal use durigg my lifetime and which is included in the above said lot No.1 is further more described as follows:

Beginning at the Parsonage lot on a line of Dameson treet running S. W. thence S.W. with said Damson trees and in front of the building known as the kitchen and past said kitchen a distance of five feet, thence fifteen yards to a peach tree, therce north east to the lot belonging to Laura France, thence N.W. to the beginning at the Parsonage lot together with the improvement on this part of the lot, which improvement consists as what is known as the kitchen, and at my death all of it to go back to my son, Wm. D. Kelly as stated,

Test: Joseph T. Tarleton

Catharine T. Kelly (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 19th day of April 1901 before me the subscriber, a Justice of the Peace of the State and County aforesaid, personally appeared Katherine T. Kelley, and acknowledged the foregoing deed to be her own free will and act.

Joseph T. Tarleton J.P.(SEAL)

Received for record 30th April 1901 and recorded in Liber O.T.B. No.30, folios 599 and 600, one of the Land Records of Somerset County .

Per Oliver T. Beauchamp, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from CATHARINE T. KELLY to WILLIAM D. KELLY as recorded in Liber O.T.B.No.30, folio 599 et seq., one of the Land

March Term, 1961.

Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September in the year Nineteen Hundred and Sixty.

Seal of Court.

Grace J. Barnes,
CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND.

PLAINTIFF'S EXHIBIT A (1)

This deed made this 29th day of June, Anno Domini nineteen hundred and three by me William D. Kelley of Somerset County, Maryland Witnesseth, that for and in consideration of the natural love and esteem I have for my sister Mrs. Earnnie Jones and the sum of one dollar the receipt whereof is hereby acknowledged I the said William D. Kelley do grant unto the said Mrs. Earnnie Jones my sister all that lot of land hereinafter described which is a part of the piece or parcel of land situated lying and being in the neighbourhood of Rock-Creek Somerset County State of Maryland that John K. Shores bought of Samuel Jones now dec'd. and subsequently conveyed unto Mrs. Charlotte Shores his wife and furthermore it is a part of the lot that was laid off as Mrs. Catherine F. Kelley's share of said piece or parcel of land and now belonging to me now the lot of land hereby conveyed is more fully described as followeth to wit:

Beginning at a bounder set up in a ditch it being the line ditch between this lot of land I am conveying and the land belonging to Robert Jones and wife thence South 45°-30E West 13 3/10 rods to a stone bounder set up on the line between my land and the land belonging at the heirs of John Shores now dec'd. thence with said line South 44° East 24 rods to a bounder set up in the marsh it being the south-east corner bounder of the land belonging to said Robert Jones and wife and thence with their line to the place of beginning laid out for one acre of land.

Together with the privilege of a cart road leading from said lot of land hereby conveyed on the south west side of my land to the public road leading from the public school-house lot to Law's Thoroughfare bridge.

Witness my hand and seal.

Test

Joseph T. Tarleton

Wm. D. his x mark Kelly (SEAL)

State of Maryland Somerset County, to wit:

I hereby certify that on this 29th day of June Anno Domini nineteen hundred and three before the subscriber a justice ofthe peace of the State of Maryland in and for Somerset County personally appeared William D. Kelley and did acknowledge the aforegoing deed to be his act.

Before

Joseph T. Tarleton J.P.

Received for record 12th August 1903 and recorded in Liber O.T.B. No,35 folio 543 and one of the Land Records of Somerset County.

Per: Oliver T. Beauchamp, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from WILLIAM D. KELLY to MRS. EARNNIE JONES as recorded in Liber O.T.B.35, folio 543 et seq., one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September in the year Nineteen Hundred and Sixty.

SEAL OF COURT

Grace J. Barnes,
CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND.

PLAINTIFF'S EXHIBIT A (2)

Whereas the State Roads, Commission of Maryland acting for the State of Maryland, proposes to lay out and construct as a State Highway, the road shown on attached plat in Somerset, County and Tangier Election District. Whereas the laying out of said road will be a material benefit to the undersigned.

Now in consideration of the above premises and of one dollar and other good and valuable considerations we for ourselves, our heirs, personal representatives and assigns do hereby deed, grant and convey unto the State of Maryland for the purpose of or to be used in connection with a State Highway the right of way and land shown on accompanying plat, which is hereby made a part hereof, and we do further release the State of Maryland, the State Roads Commission, its members, officers, agents and employees from any and all claim or demand for damages or injuries whatever caused by the taking, use or improvement of said land for a public highway including any change of grade or drainage, the creation or extension of slopes, embankments or excavations in connection therewith, or any other matters or things arising out or caused by the laying out and construction of the said State Highway.

In witness whereof we have hereunto set out hands and seals, this 16th day of June, in the year 1931.

Test: W. S. Boone

W. S. Boone	Wm. R. White (SEAL)
W. S. Boone	Clennie J. White (SEAL)
W. S. Boone	W. D. Kelley (SEAL)
W. S. Boone	Iva Kelley (SEAL)
W. S. Boone	Flora Anderson (SEAL)
W. S. Boone	Peter W. Price (SEAL)
W. S. Boone	Raymond France (SEAL)
W. S. Boone	Mae France

State of Maryland, County of Worcester

On this 16th day of June in the year 1931, before me, a Notary Public of the State of Maryland, personally appeared Wm. R. White, Clennie J. White, W. D. Kelley, Iva Kelley, Flora Anderson, Peter W. Price, Raymond France, Mae France, and acknowledged the aforegoing deed and release to be their respective act.

Witness my hand and Notarial Seal

Seal of Notary.

W. S. Boone

Received for record February 1st, 1932, and recorded in Liber J.M.T.No.102, folio 166, one of the Land Records of Somerset County.

Per: J. Millard Tawes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a RIGHT OF WAY from WILLIAM R. WHITE ET AL to STATE OF MARYLAND as recorded in Liber J.M.T. No.102, folio 166, one of the Land Records of Somerset County, Maryland.

SEAL OF COURT.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September in the year Nineteen Hundred and Sixty.

Grace J. Barnes,

CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY MARYLAND.

PLAINTIFF'S EXHIBIT A (3)

THIS DEED, Made this 16th day of September in the year one thousand nine hundred and thirty-nine, by William D. Kelly and Iva Kelly, his wife, of Somerset County, Maryland.

WITNESSETH that for and in consideration of the sum of TWENTY FIVE DOLLARS ($25.00), in

March Term, 1961.

hand paid by Lillian F. Webster, we do hereby grant and convey unto the said Lillian F. Webster, her heirs and assigns, all that lot, tract and parcel of land situate, lying and being in Tangier District, Somerset County, Maryland, on the south east side of the State Road leading from the Thoroughfare Bridge to the Methodist Episcopal Church at Rock Creek and being a part of the W. D. Kelly wood land, and begins at a point on the east side of said road where the line of grantees land acquired from Ida White touches said State Road on the north side of said White land, and runs thence in an easterly direction by and with the said Ida White tract a distance of ninety nine feet to the land of the grantors, thence running northerly by and with said W. D. Kelly land to a stake, thence running westerly by and with the said W. D. Kelly land to the said State road a distance of ninety nine feet; thence southerly by and with the said State road a distance of ninety three feet to the place of beginning; this piece of land being between the W. D. Kelly land and the said Ida White tract, which when added together gives the grantee afrontage on said State Road of one hundred and thirty six feet. Reserving however to the said grantors all growing trees standing on said land.

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, excepting said growing trees.

To have and to hold the said lot of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advertages thereto belonging or appertaining unto and to the proper use and benefit of the said Lillian F. Webster her heirs and assigns forever, in fee simple.

And the said William D. Kelly and Iva Kelly, his wife, do hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said lot of land as may be requisite.

Witness the hands and seals of said grantors.

Test: William D. his x mark Kelly (SEAL)

Marguerite Coster Iva Kelly

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, That on this 16th day of September, in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared William D. Kelly and Iva Kelly, his wife, the grantors herein and they acknowledged the foregoing Deed to be their respective act, and deed.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal the day and year above written.

Marguerite Coster Seal of
Notary Public Notary

Received for Record Nov. 10, 1942 and recorded in Liber B.L.B. No.123, Folio 390, one of the Land Records of Somerset County.

Per Benjamin L. Barnes, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, do hereby certify that the aforegoing is a true and correct copy of a DEED from WILLIAM D. KELLY ET AL to LILLIAN F. WEBSTER as recorded in Liber B.L.B.No.123, folio 390, one of the Land Records of Somerset County, Maryland.

SEAL OF COURT.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September in the year Nineteen Hundred and Sixty.

Grace J. Barnes, Clerk

PLAINTIFF'S EXHIBIT B

This Deed, made this 5th day of February, in the year nineteen hundred and nine, by Martha W. Webster, of Somerset County, and State of Maryland, Witnesseth: That in consideration of the sum of one hundred dollars, and other good and valuable consideration thereto moving, I, the said Martha W. Webster, do hereby grant and convey unto William D. Kelley of Somerset County, and State of Maryland, his heirs and assigns all that lot or parcel of land situate, lying and being in Tangier Election District, Somerset County, State of Maryland, in the neighborhood of "Rock Creek" and southeast of but not binding on the County Road leading from the Thoroughfare Bridge, to Danes Quarter by way of Disharoon's store, and bounded on the northeast by the lands of Elizabeth Shores, on the southeast by marsh land, on the southwest by the lands of Edgie Shores, Thomas Tankersley and James L. Bennett, and on the northwest by other lands of Maria W. Webster and more particularly described as follows: Beginning for the same at a stob settled in the ground on the southwest line of Elizabeth Shores land at the edge of the marsh, thence running by and with said Shores land North 45° West a distance of forty poles to other lands of said Martha W. Webster, thence a southwesterly direction in a straight line parallel with the County Road aforesaid a distance of twelve poles to the lands of Edgie Shores, thence by and with same and the lands of Thomas Tenkersley and James L. Bennett South 45°30' East a distance of forty poles to a stob settled in the ground at the edge of the marsh land, thence by and with said marsh land a northeasterly direction to the place of the beginning, containing three acres of land (high land). Being a part of the same land (and the southeasterly portion thereof) that was conveyed to Martha W. Webster, by Mary J. Horner and others by deed, dated the 21st day of April, 1879, and recorded among the Land Records of Somerset County, in Liber B.F.L.No.2, folio 325 &c, it being a part of the tract described in said deed as No.4, and the said grantor does further grant to the said grantee a right of way having a uniform width of ten feet and beginning at the northwest corner of the above described land and by and with the lards of Edgie Shores and others a northwesterly direction to the Shield of Honor Hall lot, thence by and with same a northeasterly direction to the southeast corner of said lot, thence by and with the northeast line of same to the county road above mentioned.

To have and to hold the above described property, together with the right of way aforesaid, and the improvements thereon and all rights, and appurtenances thereto belonging or appertaining unto the said Willia, D. Kelly, his heirs and assigns, in fee simple. And the said grantor does hereby covenant that she will warrent specially the title to the land, hereby conveyed, and that she will execute such further assurances for said land as may be requisite.

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

Test: Joseph T. Tarleton — Martha W. Webster (SEAL)

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of February, in the year nineteen 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 Martha W. Webster and acknowledged the aforegoing deed to be her act.

Joseph T. Tarleton J.P.

Received for Record 2nd Mar 1909, and recorded in Liber S.F.D.No.50, folio 339 &c, one of the Land Records of Somerset County.

Per. S. Frank Dashiell, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from MARTHA W. WEBSTER to WILLIAM D. KELLEY as recorded in Liber S.F.D.No.50, folio 339 et seq., one of the Land Records of Somerset County, Maryland.

March Term, 1961.

SEAL OF COURT.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st. day of September in the year Nineteen Hundred and Sixty.

Grace J. Barnes
CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND.

PLAINTIFF'S EXHIBIT C

This Deed, Made this 29th day of November, one thousand nine hundred and eleven, by Warren C. Gladden and Susie E. Gladden, his wife, both of Somerset County and State of Maryland,

WITNESSETH that in consideration of the sum of fifty-seven dollars and fifty cents, in hand paid by William D. Kelly, of the State and County aforesaid, the receipt of which is hereby acknowledged, the said Warren C. Gladden and Susie E. Gladden, his wife, do grant unto the said William D. Kelly, his heirs and assigns, in fee simple, all that Lot or parcel of land, containing one acre, more or less, situate, lying and being in Tangier District, in Somerset County, in the State of Maryland, and described as follows, that is to say, adjoining the land of Martha Webster, Thomas H. James, Calvin T. Gladden and others, and being all the land which was conveyed to the said Warren C. Gladden by George W. Gladden, Senior, and wife, by deed dated the 25th day of August, 1904, recorded among the land records of said county in Liber O.T. B. No.40, folio 44 etc, except so much of said land as was conveyed to Charlotte Tankersley by H. Fillmore Lankford, Trustee, and Samuel T. Gladden and wife, by deed dated the 3rd day of August, 1908, recorded among said records in Liber S.F.D.No.49, folio 393 etc,

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 William D. Kelly, his heirs and assign, in fee simple.

And the said Warren C. Gladden covenants that he will warrant specially the property hereby granted and conveyed.

WITNESS the hands and seals of the said grantors.

Test:
George R. Marsh

Warren C. Gladden (SEAL)
Susie E. Gladden (SEAL)

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, That on this 22nd day of December, in the year one thousand nine hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Warren C. Gladden and Susie E. Gladden, his wife, the grantors in the foregoing deed, and acknowledged the foregoing Deed to be their respective deed and act.

Gecrge R. Marah J.P.

Received for Record Feby 2, 1912 and recorded in Liber S.F.D.No.58, folio 586 &c., one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from WARREN C. GLADDEN ET AL to WILLIAM D. KELLY as recorded in Liber S.F.D.No.58, folio 586, etseq., one of the Land Records of Somerset County, Maryland.

SEAL OF COURT.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September in the year Nineteen Hundred and Sixty.

Grace J. Barnes

CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY MARYLAND.

PLAINTIFF'S EXHIBIT D

THIS DEED, Made this 4th day of March, 1912, by Harry C. Dashiell, Trustee, as hereinafter mentioned, of Somerset County and State of Maryland,

WITNESSETH, Whereas by a decree of the Circuit Court for Somerset County, in Equity, dated the 15th day of December, 1911, and passed in a cause in said Court, in which William W.D. Kelly is complainant and Robert Wheatley, et al, infants, are respondents, the above named Harry C. Dashiell was appointed Trustee, with authority to sell the real estate in the proceedings in said cause mentioned; and the said Trustee, after complying with all the previous requisites of the decree, did on or about the 16th day of January, 1912, sell unto William W.D. Kelly of said Somerset County, at and for the sum of Two Hundred and Fifty Dollars ($250.00), the hereinafter described property; and whereas the aforesaid sale has been duly reported to and ratified confirmed by the said Circuit Court for Somerset County, in Equity, and whereas the purchase money aforesaid has been fully paid and satisfied to the said Trustee, he is authorized by the said decree to execute these presents.

NOW THEREFORE THIS DEED WITNESSETH:- that the said Harry C. Dashiell, Trustee as aforesaid, for and in consideration of the premises and of the sum of Five Dollars, the receipt of which is hereby acknowledged, does grant and convey unto the said William W.D. Kelly, his heirs and assigns, in fee simple, all the right, title, interest and estate of the parties to the aforesaid decree, both at law and in equity, in and to all that lot, tract or parcel of land, situate in Tangier District, Somerset County, Maryland, lying and binding on the county road leading from the school house to the old Methodist Episcopal Church in said District, adjoining the lands owned or formerly owned by Martha Webster, and Elizabeth Gladden, deceased, and containing 1 acre of land, more or less. It being the same land which was conveyed to Gertrude Wheatley, deceased, by Granville Webster by deed dated December 26th, 1899 and recorded among the Land Records of Somerset County in Liber O.T.B.No.27 folio 80 &c., To which said deed and all the references therein contained further reference is hereby made for a more perfect description of the land conveyed.

TO HAVE AND TO HOLD the aforesaid property, with the improvements thereupon erected and the appurtenances thereto belonging, unto and to the said William W. D. Kelly, his heirs and assigns, forever.

Witness my hand and seal,

Witness:-

E. B. Lyons

Harry C. Dashiell (SEAL)
Trustee

State of Maryland, Somerset County to wit:

I hereby certify that on this 4th day of March, 1912, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Harry C. Dashiell, Trustee aforesaid, and acknowledged the foregoing deed to be his deed and act.

Emanuel B. Lyons J.P.

Received for record 8 March 1912 and recorded in liber S.F.D.No.59 folio 127 &c, one of the Land Records of Somerset County.

Per: S. Frank Dashiell, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from HARRY C. DASHIELL,

TRUSTEE to WILLIAM W.D. KELLY, as recorded in Liber S. F. D. No.59, folio 127 et seq., one of the Land Records of Somerset County, Maryland.

SEAL OF COURT. IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September, in the year Nineteen Hundred and Sixty.

Grace J. Barnes

CLERK OF THE CIRCUIT COUPT FOR SOMERSET COUNTY, MARYLAND.

PLAINTIFF'S EXHIBIT E

This Deed, Made this 13th day of April, nineteen hundred and fourteen by Carrie A. Gladden and Calvin T. Gladden, her husband, both of Somerset County, Maryland,.

WITNESSETH that in consideration of the sum of fifty dollars, the receipt of which is hereby acknowledged, the said Carrie A. Gladden and Calvin T. Gladden does grant unto William D. Kelly his heirs and assigns, in fee simple, all that tract or parcel of land situate, lying and being in Tangier Election District and described as follows, that is to say:

Beginning for the same at the corner of a lot owned and occupied by Thomas H. James (said lot formerly belonging to Gustavus Price) and bounded on the north by said Thomas H. James' lot and on the east by the Public Road leading from the Cemetery to the M. E. Church, and on the south by the lot that formerly belonged to Joshua Whitelock deceased, and on the West by the land that formerly belonged to George W. Gladden, Sr., and wife.

It being the same land that was conveyed unto Calvin T. Gladden by George W. Gladden by deed dated the 24th day of February 1897, and duly recorded in Liber O.T.B.No.20, folio 537 &c, one of the Land Records of Somerset County. Said lot or parcel of land said to contain one acre.

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 above described 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 William D. Kelly, in fee simple.

And the said Carrie A. Gladden and Calvin T. Gladden covenants that they will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said grantors.

Test: Carrie A. Gladden (SEAL)

Arthur Andrews Calvin T. Gladden (SEAL)

State of Maryland, Somerset County, to wit:

I HEREBY CERTIFY, that on this 13th day of April in the year nineteen hundred and fourteen before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carrie A. Gladden and Calvin T. Gladden and acknowledged the foregoing Deed to be their act.

Seal of Notary

Arthur Andrews
Notary Public

Received for Record April 14, 1914 and recorded in Liber W.J.S.No.66, folio 259 &c., one of the Land Records of Somerset County.

Per W. Jerome Sterling, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from CARRIE A. GLADDEN ET AL to WILLIAM D. KELLY as recorded in Liber W.J.S.No.66, folio 259 et seq., one of the Land

Records of Somerset County, Maryland.

SEAL OF COURT.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September, in the year nineteen hundred and sixty.

Grace J. Barnes

CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND.

PLAINTIFF'S EXHIBIT F

THIS DEED, Made this 11th day of June, nineteen hundred and fifteen, by H. Fillmore Lankford, of Somerset County and State of Maryland, Assignee as hereinafter set forth, and by Clarence F. Tankersley and Lottie Tankersley, his wife, of Baltimore City, in said State, Witnesseth:

Whereas by mortgage dated the 13th day of October, eighteen hundred and ninety-seven, recorded among the land records of said county in Liber W.T.B.No.22, folio 153 etc., a certain George W. Gladden and Elizabeth Gladden, his wife, granted to George R. Sterling the real estate in said mortgage mentioned and described, and whereas by assignment dated the 8th day of March, 1902, recorded among said records in Liber O.T.B.No.32, folio 451 etc., Noah C. Sterling and Lizzie K. Sterling, administrators of the estate of the said George R. Sterling, then deceased, assigned said mortgage to the said Lizzie K. Sterling, and whereas by assignment dated the 29th day of September, 1904, recorded among said records in Liber O.T.B.No.39, folio 388 etc, the said Lizzie K. Sterling assigned said mortgage to Frank C. Gladden, and whereas by assignment dated the 5th day of December, 1907, recorded among said records in Liber S.F.D.No.47, folio 508 etc, the said Frank C. Gladden assigned said mortgage to the said H. Fillmore Lankford, and whereas after default had occurred under said mortgage, the said H. Fillmore Lankford, assignee as aforesaid, by virtue of the power and authority in said mortgage contained, offered said real estate at public auction on Tuesday, the 28th day of April, 1908, after due public notice, and after having filed a bond with approved security in the office of the Clerk of the Circuit Court for Somerset County, and sold all that part thereof which is hereinafter described to Clarence F. Tankersley at and for the sum of one hundred and eleven dollars, and whereas said sale has been duly reported to and finally ratified by the Circuit Court for Somerset County, and whereas said purchase money has been fully paid to said assignee, and whereas the said Clarence F. Tankersley has since sold said real estate to William D. Kelly, who has fully paid the purchase money therefor to the said Clarence F. Tankersley.

Now therefore this deed witnesseth, that for and in consideration of the premises and of the sum of five dollars in hand paid, the said H. Fillmore Lankford, Assignee as aforesaid, and the said Clarence F. Tankersley and Lottie Tankersley, his wife, do grant and convey unto the said William D. Kelly, of Somerset County, in the State of Maryland, all that lot or parcel of land in Rock Creek Neighborhood, in Tangier District, in Somerset County, Maryland, lying on the northeast side of the old countyroad leading from Dames Quarter to Deals Island, containing two acres, more or less, bounded on the north by land which formerly belonged to Biddy Tankersley, on the east by land of Warren C. Gladden, being all of the second parcel of land which was conveyed to Elizabeth Gladden by John W. Shores and others by deed dated the 21st day of April, 1879, recorded among said records in Liber B.F.L.No.2, folio 91 etc, and also all of the land which was conveyed to the said Elizabeth Gladden by Robert P. Jones and wife by deed dated the 25th day of April, 1881, recorded among said records in Liber B.F.L.No.4, folio 124, except so much of said parcels of land as has been conveyed by the said Elizabeth Gladden and her husband to Calvin Gladden and Warren Gladden by deeds duly recorded among said records,----the said H. Fillmore Lankford conveying all the right, title, interest and estate of the said Elizabeth Gladden and George W. Gladden and of all persons claiming or to claim by, through or under them or either of them, and

the said Clarence F. Tankersley and Lottie Tankersley, his wife, conveying all their right, title, interest and estate, in and to the lands and premises hereby conveyed.

Together with all the buildings and improvements upon said parcel of land, and all the rights, privileges and appurtenances thereto belonging or in any wise appertaining.

And the said Clarence F. Tankersley and Lottie Tankersley, his wife, covenant that they will warrant specially the lands and premises hereby conveyed, and that they will execute such further assurances of said lands as may be requisite.

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

Witness as to Clarence F.
and Lottie Tankersley:

Clarence F. Tankersley (SEAL)

Calvin G. Chesnut

Lottie Tankersley (SEAL)

Witness as to H.F. Lankford:

H. Fillmore Lankford, Assignee (SEAL)

Charles R. Porter

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 11th day of June nineteen hundred and fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Clarence F. Tankersley and Lottie Tankersley, his wife, two of the grantors in the foregoing deed, and did each acknowledge the foregoing deed to be their respective act and deed, and I further certify that the said grantors signed the foregoing deed in my presence and that I witnessed their signatures to the same.

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

SEAL OF NOTARY

Calvin G. Chesnut
Notary Public.

Federal Stamps $.50

State of Maryland, Somerset County, to wit:

I hereby certify that on this 5th day of August 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 H. Fillmore Lankford, the assignee mentioned in the foregoing deed, and acknowledged the foregoing deed to be his act and deed.

Charles R. Porter J.P.

Received for record 5 Augt. 1915 and recorded in Liber W.J.S.No.68, folio 458 &c, one of the Land Records of Somerset County.

Per F. Jerome Sterling Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from CLARENCE F. TANKERSLEY ET AL to WILLIAM D. KELLY as recorded in Liber W.J.S.No.68, folio 458 et seq., one of the Land Records of Somerset County, Maryland.

SEAL OF COURT.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 21st day of September, in the year Nineteen Hundred and Sixty.

Grace J. Barnes
CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND.

PLAINTIFF'S EXHIBIT G

This Deed, Made this twenty-fourth day of April, one thousand nine hundred and seventeen, by Lena M. Bennett, of Wicomico County, in the State of Maryland,

WITNESSETH that in consideration of the sum of one hundred dollars paid by William D. Kelly, of Somerset County, in the State of Maryland, and of other valuable considerations, the said

Lena M. Bennett does grant unto the said William D. Kelly, his heirs and assigns, in fee simple, all that lot or parcel of land, situate, lying and being in Tangier District, in Somerset County, Maryland, and described as follows, that is to say, all that lot or parcel of land lying on the north side of and binding upon the county road leading from Rock Creek Methodist Episcopal Church to Deals Island, and on the west side of and binding upon the county road leading from the said Rock Creek Methodist Episcopal Church to Tangier Sound, being a part only of the land which was conveyed to the said Lena M. Bennett by L. Atwood Bennett, trustee, by deed dated the 10th day of September, 1916, recorded among the land records of said Somerset County in Liber W.J.S.No.71, folio 258 etc, and being so much only of the land which was so as aforesaid conveyed to the said Lena M. Bennett by the said L. Atwood Bennett, trustee, as lies on the east side of the county road leading from the county road hereinbefore first mentioned to the homeplace of the late James L. Bennett, to which said deed reference is hereby 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 said lot or parcel 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 unto and to the proper use and benefit of the said William D. Kelly, his heirs and assigns, in fee simple.

And the said_____covenant that she will warrant specially the property hereby granted and conveyed, and that she will execute such other and further assurances of said land as may be requisite.

WITNESS the hands and seals of the said grantors.

Lena M. Bennett (SEAL)

Test:

Mary E. Hearn

State of Maryland, Wicomico County, to wit:

I HEREBY CERTIFY, That on this twenty-fourth day of April, in the year one thousand nine hundred and seventeen before me, the subscriber, a Notary Public of the State of Maryland, in and for Wicomico County aforesaid, personally appeared Lena M. Bennett, grantor in the foregoing deed, and acknowledged the foregoing deed to be her deed and act.

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

Seal of Notary

Mary E. Hearn
Notary Public

Received for Record 12 July 1917 and recorded in Liber W.J.S.No.73, folio 223 &c., one of the Land Records of Somerset County.

Per W. Jerome Sterling, Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a DEED from LENA M. BENNETT TO WILLIAM D. KELLY as recorded in Liber W.J.S.No.73, folio 223 et seq., one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 21st day of September in the year Nineteen Hundred and Sixty.

SEAL OF COURT.

Grace J. Barnes
CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND.

PLAINTIFF'S EXHIBIT H

THIS DEED, Made this third day of October in the year one thousand nine hundred and

nineteen, between Gordon Tull, Trustee as hereinafter mentioned, of the one part, and William D. Kelly, purchaser, party of the second part

Witnesseth, whereas by a decree of the Circuit Court for Somerset County dated on the twenty third day of July, in the year one thousand nine hundred and nineteen, and passed in a cause in said Court, between Granville P. Webster and Lillian P. Webster, his wife, Complainants and William D. Webster, et als. children and heirs at law of John P. Webster, late of Somerset County, deceased, Defendants the above named Gordon Tull, was appointed with authority to sell the real estate in the proceedings in said cause mentioned; and the said Trustee, after complying with all the previous requisites of the decree, did, on or about the nineteenth day of August, in the year one thousand nine hundred and nineteen sell unto the said William D. Kelly, of Somerset County, Maryland, at and for the sum of seventy-five ($75.00 Dollars, current money, the aforesaid property, situate in Tangier District, Somerset County and State of Maryland, thus described: Beginning for the same in said Tangier District, in Rock Creek neighborhood, adjoining the homeplace of the said John P. Webster containing one and three fourths acres of land, more or less, set in wood, it being the same property conveyed unto John P. Webster by deed from Levin Anderson, made the 12th day of February, 1883, and duly recorded among the Land Records of Somerset County in Liber B.F.L.No.5, folio 683, and being the property of which the late John P. Webster died seised and possessed., and described as Lot No.2 in the trustees report in No.3305 Chancery in the Circuit Court for Somerset County. to which said deed and said Chancery proceedings for a fuller description of the lot of land hereby intended to be conveyed, reference is here made and they are hereby made a part hereof.

AND WHEREAS, the aforesaid sale has been duly reported to, and ratified and confirmed by the said Circuit Court for Somerset County, IN EQUITY. and whereas the purchase money aforesaid has been dully paid and satisfied to the said Trustee, he is duly authorised by the said decree to execute these presents.

NOW THIS DEED WITNESSETH, that the said Gordon Tull,Trustee as aforesaid, for and in consideration of the premises, and of the sum of Seventy Five ($75.00) Dollars, current money, to him in hand paid by the said William D. Kelly at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does grant unto the said William D. Kelly, his heirs and assigns, all the property hereinbefore described, with its appurtenances, and all the right, title, interest and estate of the parties to the aforesaid decree, both at law and in equity, in and to the same.

TO HAVE AND TO HOLD the aforesaid property, with its appurtenances unto the said William D. Kelly heirs and assigns forever.

WITNESS my hand and seal the day and year first above written.

Test:
J. Frank Miles

Gordon Tull (SEAL)
Trustee.

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 nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Somerset County aforesaid, personally appeared Gordon Tull, trustee as aforesaid, and acknowledged the foregoing Deed to be his act and deed.

J. Frank Miles
Justice of the Peace.

Received for Record Oct 3 1919, recorded in Liber W.J.S.No.79, folio 117 &c. one of the Land Records of Somerset County.

Per W. Jerome Sterling Clerk.

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby

certify that the aforegoing is a true and correct copy of a DEED from GORDTON TULL, TRUSTEE, TO WILLIAM D. KELLY as recorded in Liber W.J.S.No.79, folio 117 et seq., one of the Land Records of Somerset County, Maryland.

SEAL OF COURT.

IN TESTIMONY WHEREOF, I HEREUNTO subscribe my name and affix the Seal of said Court this 21st day of September in the year Nineteen Hundred and Sixty.

Grace J. Barnes
CLERK OF THE CIRCUIT COURT FOR SOMERSET COUNTY, MARYLAND.

And, thereafter, on the same day, it being the twenty-second day of September, in the year Nineteen Hundred and Sixty, Subpoenas were issued for the Respondents, which said Subpoenas and Sheriff's Returns are in the words, following, to wit:

THE STATE OF MARYLAND

SOMERSET COUNTY, TO WIT: (SEAL OF COURT)

To Lois Kelly
Chance
Somerset County
Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of October next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Norma M. Kelly Vs. Lois Kelly, Elma Webster McDaniel and Bruce McDaniel, her husband against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 5th day of September Nineteen Hundred and Sixty.

Issued the 22nd day of Septerber, 1960

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Jones & Jones
Address Princess Anne, Maryland

s/ Grace J. Barnes, Clerk.

Summoned and copy of subpoena, Bill of Complaint and Exhibits left with Lois Kelly this 24th day of September, 1960.

s/ Isaac H. Dorsey, Sheriff
Edwin B. Muir, Deputy.

2nd: Subpoena.

THE STATE OF MARYLAND

SOMERSET COUNTY, TO WIT: (SEAL OF COURT)

To Elma Webster McDaniel and
Bruce McDaniel, her husband
34 North Lakewood Avenue
Baltimore 24, Maryland.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of October next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Norma M. Kelly Vs. Lois Kelly, Elma Webster McDaniel, and Bruce McDaniel, her husband against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 5th day of September, Nineteen Hundred and Sixty.

Issued the 22nd day of September, 1960.

March Term, 1961.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesse against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Jones & Jones

Address Princess Anne, Maryland

s/ Grace J. Barnes, Clerk.

Return: "Summoned Elma Webster McDaniel and Bruce McDaniel and a copy of the Process with a copy of the Bill of Complaint left with each Defendant on the 24th day of September, 1960 in the presence of John E. Dekowski.

Joseph C. Deegan, Sheriff.

AND, thereafter on the 4th day of November, in the year Nineteen Hundred and Sixty, a Petition and Order of Court were filed, in Court here, which said Petition and Order are in the words following, to wit:

Norma M. Kelly
908 Tyson Street
Baltimore, 1, Maryland : No. 7650 Chancery

Vs. : In the Circuit Court for

Lois Kelly
Chance, Somerset County, Maryland,
Elma Webster McDaniel and Bruce
McDaniel, her husband,
34 North Lakewood Avenue,
Baltimore 24, Maryland. : Somerset County, Maryland.

To the Honorable, the Judge of said Court:

The petition of Norma M. Kelly, plaintiff herein, respectfully shows:

That the defendants in this cause, Lois Kelly, Elma Webster McDaniel and Bruce McDaniel, her husband , have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint.

The plaintiff therefore prays that the bill of complaint in this cause may be taken pro-confesse against the said defendants, Lois Kelly, Elma Webster McDaniel and Bruce McDaniel, and that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

JONES & JONES

By Alexander C. Jones,
Solicitors for Plaintiff.

ORDER

It appearing in the above entitled cause that the adult defendants, Lois Kelly, Elma Webster McDaniel and Bruce McDaniel, her husband, have been duly summoned to appear to the bill of complaint in this cause, but have failed to appear to or answer said bill of complaint within the time prescribed by the rules of this Court.

It is thereupon, this 4th day of November, in the year nineteen hundred and sixty, by the Circuit Court for Somerset County, in Equity, adjudged, ordered and decreed that the said bill of complaint, be and the same is hereby taken pro-confesse against said defendants Lois Kelly, Elma Webster McDaniel and Bruce McDaniel.

And it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

E. McMaster Duer, Judge.

And thereafter, on the 29th day of November, in the year Nineteen Hundred and Sixty, Testimony was filed in Court here which said Testimony is in the words following, to wit:

Norma M. Kelly
908 Tyson Street
Baltimore 1, Maryland.

March Term, 1961.

Norma M. Kelly 908 Tyson Street Baltimore 1, Maryland	:	
	:	No.7650 Chancery
Vs.	:	In the Circuit Court
Lois Kelly Chance, Somerset County, Maryland, Elma Webster McDaniel and Bruce McDaniel, her husband, 34 Lakewood Avenue, Baltimore 24, Maryland.	:	For Somerset County Maryland.

In the above entitled cause, an order having been passed for the taking of testimony to support the allegations of the bill of complaint, I, Harry C. Dashiell, one of the standing Examiners of the Circuit Court for Somerset County, in Equity, do hereby certify that on Friday, the 25th day of November, in the year nineteen hundred and sixty, at the office of Jones & Jones, in Princess Anne, Maryland, beginning at the hour of about two o'clock P.M ., I did take the following depositions, that is to say:

Norma M. Kelly, a witness of lawful age, having been duly sworn, deposing says:

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

Ans. Norma Kelly, age 49, residence 908 Tyson Street, Baltimore, Maryland, occupation teacher.

Int.2. You are the plaintiff in this action and in your bill of complaint you allege that you are the co-owner of eight tracts of land in Tangier Election District of Somerset County. Please state just how you adquired this interest, the names of the co-tenants or owners and describe the lands.

Ans. All of these lands were owned by my father, William D. Kelly, who died intestate on January 3, 1940. Upon his death the interest in these properties descended to his widow, Iva Kelly, and his daughters, Lois Kelly and myself. Upon the death of Iva Kelly, intestate, on May 26, 1959, her one-third interest descended unto my sister, Lois Kelly, myself and my half sister, Elma Webster McDaniel. As a result I own a four-ninths interest, Lois Kelly owns a four-ninths interest and Elma Webster McDaniel owns a one-ninth interest. Lois Kelly resides at Chance, Maryland and Elma Webster McDaniel and Bruce McDaniel, her husband, reside at 34 North Lakewood Avenue, Baltimore 24, Maryland. The properties are described as feàlows:

Lot. No.1 which actually includes two parcels adjoining the parsonage of the M. E. Church and at the corner of the school house lot are described in detail in paragraph (1) of the Bill of Compalint. They were conveyed to William D. Kelly by Catherine T. Kelly by deed dated April 19, 1901 and recorded O.T.B.30, folio 599. My father conveyed off three small portions of this property by deeds duly recorded in O.T.B.35, folio 543, J.M.T.102, folio 166 and B.L.B.123, folio 390.

Lot No.2- Three acres of cleared land described in detail in paragraph (2) of the Bill of Complaint conveyed to William D. Kelly by Martha W. Webster by deed dated February 5, 1909 recorded S.F.D.No.50, folio 339.

Lot No.3- One acre of cleared land described in detail in paragraph (3) of the Bill of Complaint conveyed to William D. Kelly by Warren C. Gladden and wife by deed dated November 29, 1911 and recorded S.F.D.No.58, folio 586.

Lot No.4- One acre of cleared land described in detail in paragraph (4) of the Bill of Complaint, conveyed to William D. Kelly by Harry C. Dashiell, Trustee, by deed dated March 4, 1912, recorded S.F.D.No.59, folio 127.

Lot No.5- One acre of cleared land described in detail in paragraph (5) of the Bill of Complaint, conveyed to William D. Kelly by Carrie A. Gladden and husband by deed dated April 13, 1914, recorded W.J.S.No.66, folio 259.

Lot No.6 - Two acres of cleared land described in detail in paragraph (6) of the Bill of Complaint, conveyed to William D. Kelly by Clarence F. Tankersley and wife by deed dated

June 11, 1915, recorded W.J.S.No.68, folio 458.

Lot No.7- Six acres of cutover timberland described in detail in paragraph (7) of the Bill of Complaint conveyed to William D. Kelly by Lena M. Bennett by deed dated April 24, 1917, recorded W.J.S.No.73, folio 223.

Lot No.8- One and three-quarters acres of cleared land described in detail in paragraph (8) of the Bill of Complaint, conveyed to William D. Kelly by Gordon Tull, Trustee, by deed dated October 3, 1919, recorded W.J.S.No.79, folio 117.

Int. 3- Please state your opinion of the value of these properties.

Ans. In my opinion the total value of all of the properties is $4225.00, broken down as follows: Lot No. (1) is worth about $100.00 per acre, or $600.00, and is improved by a large two story frame residence worth $2500.00 or a total valuation of $3100.00. The remaining properties are unimproved and I value them as follows: Lot (2) $300.00, Lot (3) $50.00, Lot (4) $50.00, Lot (6) $100.00, Lot (7) $500.00, Lot (8) $75.00.

Int. 4- Please state whether or not the above described properties are susceptible of partition or division without material loss and injury to the parties entitled to interest therein.

Ans. These properties cannot be fairly divided in kind without material loss and injury to the parties having interest therein. Most of the value is in Lot No. (1) and the improvements thereon and it would be impossible to apportion this property.

Int.5- Please state whether or not the defendants are in the military service as defined by the Soldiers and Sailors Relief Act of 1940.

Ans. No, none of them arein military service.

Court Question:

Ans. Nothing further.

Witness: Harry C. Dashiell

Norma M. Kelly (SEAL)
Norma M. Kelly

Francis L. Hayman, a witness of lawful age, having been duly sworn, deposing says:

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

Ans. Francis L. Hayman, age 49, residence Princess Anne, Maryland, occupation- I have been a business man in Princess Anne for a number of years and have operated a real estate agency for the past several years.

Int.2 - Do you know the parties to this suit? If so, where do they reside and what are their ages?

Ans. I personally know only Norma M. Kelly, the complainant in this case, who is forty-nine years of age. However, I know of her family. The other parties to this suit are all adults; Lois Kelly resides at Chance, Somerset County, and Elma Webster McDaniel and Bruce McDaniel, her husband, live at 34 North Lakewood Avenue, Baltimore 24, Miss Norma M. Kelly resides at 908 Tyson Street, Baltimore.

Int.3 - It has been alleged in the Bill of Complaint and Miss Kelly has testified that she is the co-owner with others of certain property in Tangier Election District. Please state if you know this property, its location and how it was acquired by the parties to this suit.

Ans. There are eight parcels of land which were owned by William D. Kelly. He died intestate in 1940 and the properties descended to his widow, Iva Kelly, and his daughters, Norma and Lois Kelly. Upon the death of Iva Kelly, intestate, her one-third interest descended unto Norma and Lois Kelly and another daughter of Iva Kelly namely, Elma Webster McDaniel who is married to Bruce McDaniel. Consequently, Norma Kelly owns a four-ninths interest, Lois Kelly owns a four-ninths interest and Elma Webster McDaniel owns a one-ninth interest, subject to the dower interest of her husband, Bruce McDaniel. I have examined the descriptions of these eight parcels of property contained in the Bill of Complaint, and the

certified copies of the various deeds which have been filed in this matter and believe that they are accurate. I have personally inspected the properties.

Int. 4- Please state in your opinion the value of these properties.

Ans. Lot No.(1) is the home place which contains about six acres improved by a two-story frame dwelling. In my opinion the land is worth about $500.00 and the house about $2500.00. All of the remaining parcels are unimproved and I would value them as follows: Lot No.(2) $300.00, Lot No. (3) $50.00, Lot No.4 (4) $50.00, Lot No.5 $50.00, Lot No. (6) $100.00), Lot No.(7) $500.00 and Lot No.(8) $75.00, or a total evaluation of $4125.00.

Int.5- In your opinion, are the above tracts of land susceptible of partition or division without material loss or injury to the parties entitled to interest therein?

Ans. No. The primary value is in the residence property which clearly could not be equitable divided. The remaining lots are of much less value and would not amount to a full or fair share for any individual.

Court Question:

Ans. Nothing further.

Witness: Harry C. Dashiell

e/ Frances L. Hayman (SEAL)
Francis 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 I read over the testimony verbatim to each of the witnesses, and thereupon they signed the same in my presence.

Given under my hand and seal this 25th day of November, 1960.

e/ Harry C. Dashiell (SEAL)
Harry C. Dashiell, Examiner.

And thereafter on the 12th day of December, in the year nineteen hundred and sixty an Order of Court was filed, said Order of Court was the following words to wit:

Norma M. Kelly
908 Tyson Street
Baltimore 1, Maryland

Vs.

Lois Kelly
Chance, Somerset County, Maryland,
Elma Webster McDaniel and
Bruce McDaniel, her husband,
34 Lakewood Avenue
Baltimore 24, Maryland.

No.7650 Chancery
In the Circuit Court
For Somerset County,
Maryland.

ORDER OF COURT

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 12th day of December, in the year nineteen hundred and sixty, by the Circuit Court for Somerset County, Maryland, ADJUDGED, ORDERED AND DECREED, that the property in the proceedings mentined be sold, and Alexander G. 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 Alexander G. Jones and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of forty-two hundred and twenty-five dollars ($4225.00), 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 the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Somerset County, Maryland as he shall think proper, of the time, place, manner and terms of sale, which shall be by public auction on the Court

House steps at Princess Anne, Maryland, on Tuesday, January 10, 1961, for cash, and soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed unto 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.

s/ E. McMaster Duer,
Judge.

And thereafter to wit, on the 14th day of December, in the year nineteen hundred and sixty, a Bond was filed, said Bond being in the words following, to wit:
And thereafter on the 14th day of December, in the year nineteen hundred and sixty, a Bond was filed in Court here, which said Bond are in the words following, to wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Alexander G. Jones, of Somerset County and State of Maryland, and The Fidelity and Casualty Company of New York, a body corporate, are held and firmly bound unto the State of Maryland, in the full and just sum of forty-two hundred twenty-five dollars ($4225.00) 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 assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of December, in the year nineteen hundred and sixty.

Whereas, the above bounden, Alexander G. Jones, by virtue of a decree of the Circuit Court for Somerset County, has been appointed to sell the property mentioned in the proceedings in the case of Norma M. Kelly Vs. Lois Kelly, et al, now pending in said Court.

Now the condition of the above obligation is such that if the above bounden, Alexander G. Jones, do and shall, well and faithfully perform the trust reposed in him by said decree or order ig the premises , then the above obligation shall be void otherwise to be and remain in full force and virtue in law.

Corporate Seal

s/ Alexander G. Jones (SEAL)
Alexander G. Jones

s/ Witness: Janet T. Bedsworth

The Fidelity and Casualty Company of New York

s/ By Alexander G. Jones,
Attorney in Fact.

The within Bond approved.

s/ Grace J. Barnes,
Grace J. Barnes, Clerk.

Filed for record December 14, 1960, and recorded in Liber B.L.B.No.6, folio 253,

Test: Grace J. Barnes, Clerk.
And thereafter on the 11th day of January, in the year nineteen hundred and sixty-one, a Report of Sale, affidavit and Order Nisi were filed in Court here, which said Report of Sale Affidavit and Order Nisi are in the words following, to wit:

REPORT OF SALE

Norma M. Kelly
908 Tyson Street
Baltimore 1, Maryland

Vs.

REPORT OF SALE

Norma M. Kelly
908 Tyson Street
Baltimore 1, Maryland

Vs.

Lois Kelly
Chance, Somerset County, Maryland,
Elma Webster McDaniel and Bruce
McDaniel, her husband,
34 Lakewood Avenue,
Baltimore 24, Maryland.

No.7650 Chancery
In the Circuit Court
For Somerset County
Maryland.

To the Honorable, the Judge of said Court:

The report of Alexander G. Jones, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 12th day of December, in the year nineteen hundred and sixty, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Marylander and Herald," a weekly newspaper published in Somerset County, for at least three successive weeks before the day of sale and by dodgers placed on the bulletin board at the Court House in Princess Anne and mailed to prospective purchasers, he did, pursuant to said notice, attend in front of the Court House, in Princess Anne, Maryland, on the 10th day of January, 1961, at or about the hour of 2:00 o'clock P.M., and then and there proceeded to sell said property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree, and described as follows: All those lots or parcels of land situate in Rock Creek, in Tangier Election District, Somerset County, Maryland, more particularly described as follows:

(1) Lot No.1- All that lot or parcel of land, situate as aforesaid, "adjoining on the north to the lot of the Parsonage of the M.E. Church, and on the East adjoining the lands of Mary J. Horner and on the south adjoining the lands of John W. Shores and thence running west to the main County Road and thence by and with said County Road back to the corner of the Parsonage lot." Lot No.2- All that lot or parcel of land, situate as aforesaid, "being known as the woods lot beginning at the Corner of the Schoolhouse lot in Rock Creek and running north with the County road to the intersection of the County Road running East, thence with this County road to the lot of John W. Shores, thence running South to the School houselot, and thence west to the main County road or place of beginning. Above said 2 lots containing 6 3/4 acres of land, more or less." The above two lots being the same and all the land conveyed unto William D. Kelly by Catharine T. Kelly by deed dated April 19,1901 and recorded among the Land Records of Somerset County in Liber O.T.B.No.30, folio 599, except so much thereof as was conveyed by the said William D. Kelly as follows: (1) To Mrs. Earnnie Jones by deed dated June 29, 1903 and recorded among the aforesaid Land Records in Liber O.T.B.No.35, folio 543; (2) To State of Maryland by deed dated June 16, 1931 and recorded among the aforesaid Land Records in Liber J.M.T.No.102, folio 166; (3) To Lillian F. Webster by deed dated September 16, 1939 and recorded among the aforesaid Land Records in Liber B.L.B.No.123, folio 390.

(2) All that lot or parcel of land, situate as aforesaid, and "Southeast of but not binding on the county road leading from the Thoroughfare Bridge to Dames Quarter by way of Disharoon's store, and bounded on the northeast by the lands of Elizabeth Shores, on the southeast by marsh land, and on the southwest by the lands of Edgie Shores, Thomas Tankersley and James L. Bennett, and on the northwest by other lands of Maria W. Webster," containing three acres, more or less, being the same and all the land which was conveyed unto the said

William D. Kelly by Martha W. Webster by deed dated February 5, 1909 and recorded among the aforesaid Land Records in Liber S.F.D.No.50, folio 339.

(3) All that lot or parcel of land, situate as aforesaid, adjoining the land of Martha Webster, Thomas H. James, Calvin T. Gladden and others, containing 1 acre, more or less, being the same and all the land which was conveyed unto the said William D. Kelly by Warren C. Gladden and wife by deed dated November 29, 1911 and recorded among the aforesaid Land Records in Liber S.F.D.No.58, folio 586.

(4) All that lot or parcel of land, situate as aforesaid, lying and binding on the county road leading from the school house to the old Methodist Episcopal Church, adjoining the lands owned or formerly owned by Martha Webster and Elizabeth Gladden, deceased, and containing 1 acre, more orless, being the same and all the land which was conveyed unto the said William W. D. Kelly by Harry C. Dashiell, Trustee, by deed dated March 4, 1912 and recorded among the aforesaid Land Records in Liber S.F.D.No.59, folio 127.

(5) All that lot or parcel of land, situate as aforesaid, beginning for the same at the corner of a lot owned and occupied by Thomas H. James (said lot formerly belonging to Gustavus Price) and bounded on the north by the said Thomas H. James' lot and on the east by the Public Road leading from the Cemetery to the M. E. Church, and on the south by the lot that formerly belonged to Joshua Whitelock, deceased, and on the West by the land that formerly belonged to George W. Gladden, Sr. and wife, being the same and all the land conveyed unto the said William D. Kelly by Carrie A. Gladden and husband by deed dated April 13, 1914 and recorded among the aforesaid Land Records in Liber W.J.S.No.66, folio 259.

(6) All that lot or parcel of land, situate as aforesaid, lying on the northeast side of the old county road leading from Dames Quarter to Deal Island, bounded on the north by land which formerly belonged to Biddy Tankersley and on the east by the land of Warren C. Gladden, containing two acres, more or less, being the same and all the land conveyed unto the said William D. Kelly by Clarence F. Tankersley and wife by deed dated June 11, 1915 and recorded among the aforesaid Land Records in Liber W.J.S.No.68, folio 458.

(7) All that lot or parcel of land, situate as aforesaid, lying on the north side of and binding upon the county road leading from Rock Creek Methodist Episcopal Church to Deal Island, and on the west side of and binding upon the county road leading from said Rock Creek Methodist Episcopal Church to Tangier Sound, and on the east side of the county road leading from the county road first mentioned to the home place of the late James L. Bennett, being the same and all the land conveyed unto the said William D. Kelly by Lena M. Bennett by deed dated April 24, 1927 and recorded among the aforesaid Land Records in Liber W.J.S.No. 73, folio 223.

(8) All that lot or parcel of land, situate as aforesaid, adjoining the home place of John P. Webster, containing 1 3/4 acres of land, more or less, being the same and all the land conveyed unto the said William D. Kelly by Gordon Tull, Trustee,by deed dated October, 3, 1919 and recorded among the aforesaid Land Records in Liber W.J.S. No.79, folio 117.

Upon the death of the said William D. Kelly, intestate, on January 3, 1940, title to the above described properties descended unto his widow, Iva Kely, and his daughters, Norma M. Kelly and Lois Kelly, as his only heirs at law; upon the death of the said Iva Kelly, intestate, on May 26, 1959, her interest in said land, the same being an undivided one-third interest, descended unto her daughters, the said Norma M. Kelly and Lois Kelly, and Elma Webster McDaniel, half sister of the said Norma M. Kelly and Lois Kelly, as her only heirs at law: resulting in the said Norma M. Kelly owning an undivided four-ninths (4/9) interest in said real estate, and the said Lois Kelly owning an undivided four-ninths (4/9) interest in said real estate, and the said Elma Webster McDaniel owning an undivided one-ninth (1/9) interest in said real estate.

And your Trustee offered the eight above described tracts of land for sale individually and reserved the bids on each parcel; thereafter your Trustee offered the eight parcels of land collectively and sold same to Francis L. Hayman at and for the sum of thirty-one hundred dollars ($3100.00), he being at that sum the highest bidder therefor and the terms of sale have been complied wih to the satisfaction of your Trustee.

Respectfully submitted,

s/ Alexander G. Jones.
Alexander G. Jones, Trustee.

AFFIDAVIT

State of Maryland, Somerset County, to wit:

I hereby certify, that on this 11th day of January, in the year nineteen hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Alexander G. 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 aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

SEAL OF NOTARY.

s/ Janet T. Bedsworth
Notary Public

ORDER NISI:

Norma M. Kelly
908 Tyson Street
Baltimore 1, Maryland

Vs.

Lois Kelly
Chance, Somerset County, Maryland,
Elma Webster McDaniel and
Bruce McDaniel, her husband,
34 Lakewood Avenue,
Baltimore 24, Maryland.

: No.7650 Chancery
: In the Circuit Court
: For Somerset County,
: Maryland.

ORDER NISI:
Filed January 11, 1961.

Ordered by the Circuit Court for Somerset County that the sale of the property mentioned in these proceedings, made and reported by Alexander G. 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 13th day of February, 1961, provided a copy of this order be inserted in some weekly newspaper printed in Somerset County once in each of four successive weeks on or before the 4th day of February, 1961.

The report states the amount of sale to be thirty-one hundred dollars ($3100.00).

s/ Grace J. Barnes
Clerk of the Circuit Court
for Somerset County.

FINAL ORDER:

Ordered by the Circuit Court for Somerset County, this 14th day of February, 1961, 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 expense as he shall produce vouchers for to the auditor.

s/ E. McMaster 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: Grace J. Barnes, Clerk.

Mary W. Christopher
Eden, Somerset County, Maryland

versus

Francis Christopher
c/o Mary W. Christopher
Eden, Somerset County, Maryland, and
Herman Christopher
Eden, Somerset County, Maryland

) Be it remembered that heretofore to wit, on the sixteenth
) day of September, in the year Nineteen Hundred and Sixty,
) a certain Thomas S. Simpkins, Attorney of the Law Firm
) of Simpkins and Simpkins of Somerset County and State
) of Maryland, exhibited and filed in Circuit Court here
) a Bill of Complaint and Exhibit "A", which said Bill
) of Complaint is in the words following, to wit:

Mary W. Christopher Eden, Maryland	:	No. 7639 Chancery
versus	:	In the Circuit Court
	:	for Somerset County,
Francis Christopher Eden, Maryland, and	:	Maryland
Herman Christopher Eden, Maryland	:	In Equity

.. ..

To the Clerk of the Circuit Court for Somerset County.

Madam Clerk:

Please enter the appearance of Simpkins and Simpkins as solicitors for the Complainant in the above entitled cause and file the within Bill of Complaint and Exhibit "A".

Simpkins and Simpkins

By s/ Thos. S. Simpkins
Solicitors for Complainant

Information:
COMPLAINANT:
Mary W. Christopher
Eden, Somerset County, Maryland

Complainant's Solicitors:
Simpkins and Simpkins
Princess Anne, Maryland
Telephone: Princess Anne 397

Respondents:
Francis Christopher
c/o Mary W. Christopher
Eden, Somerset County, Maryland

Herman Christopher
Eden, Somerset County, Maryland

Mary W. Christopher	:	No. 7639 Chancery Cases
vs.	:	In the Circuit Court for
Francis Christopher; Herman Christopher	:	Somerset County,
	:	State of Maryland

BILL OF COMPLAINT

To the Honorable, the Judges of said Court.

Your complainant, complaining, says:

First: That Mary W. Christopher, Francis Christopher, and Herman Christopher are seized and possessed of the hereinafter described real estate in the shares hereinafter set forth.

Second: That by deed dated September 8, 1943 and recorded among the Land Records of Somerset County in Liber R.L.B. No. 126, folio 455, Norman T. Whittington, et ux, did convey the land shown on the plat attached hereto as complainant's "Exhibit 2", unto Herman Christopher and Ernest Christopher, as tenants in common, a copy of which will be offered in evidence at the hearing held in this cause.

Third: That upon the demise of Ernest Christopher intestate, his said interest in said property descended unto the following persons:

Mary W. Christopher, widow	1/6
James Christopher, son	1/33

Bertha Leatherbury, daughter	1/33
Maggie Armwood, daughter	1/33
Roger Christopher, son	1/33
Russell Christopher, son	1/33
Agnes Wright, daughter	1/33
Filmore Christopher, son	1/33
Florence Washington, daughter	1/33
Pearl Stanford, daughter	1/33
Thelma Jones, daughter	1/33
Francis Christopher, son	1/33

Fourth: That by deed dated April 21, 1960 and recorded among the Land Records of Somerset County on September 7, 1960, all of the aforesaid heirs of Ernest Christopher except Francis Christopher, infant, conveyed their interest in the said property unto Mary W. Christopher, the complainant herein, a copy of which will be offered in evidence at the hearing held in this cause.

Fifth: That the said property is now owned, 33/66 by Herman Christopher; 31/66 by Mary W. Christopher; 2/66 by Francis Christopher.

Sixth: That the above described real estate is not susceptible of partition without material loss or injury to the parties.

To the end, therefore.

A. That this Honorable Court pass a decree, ordering the sale of the said real estate and a division of the proceeds thereof to the parties rightfully entitled thereto.

B. That your complainant may have such other and further relief as her case may require.

May it please your Honor to grant the writs of subpoena directed to the said Herman Christopher, of Eden, Maryland; and to Francis Christopher, infant, serving the same on the infant, Francis Christopher and Mary Christopher, his mother and natural guardian, Eden, Maryland.

SIMPKINS AND SIMPKINS

By s/ Thos. S. Simpkins
Solicitors for the Complainant

s/ Mary W. Her X Mark Christopher
Mary W. Christopher, Complainant

(FOR COMPLAINENT'S EXHIBIT "A", SEE NEXT PAGE)

PLAINANT'S EXHIBIT "A"

...ober, 1960, Ordered and Decreed by

Complainant's Exhibit "A"

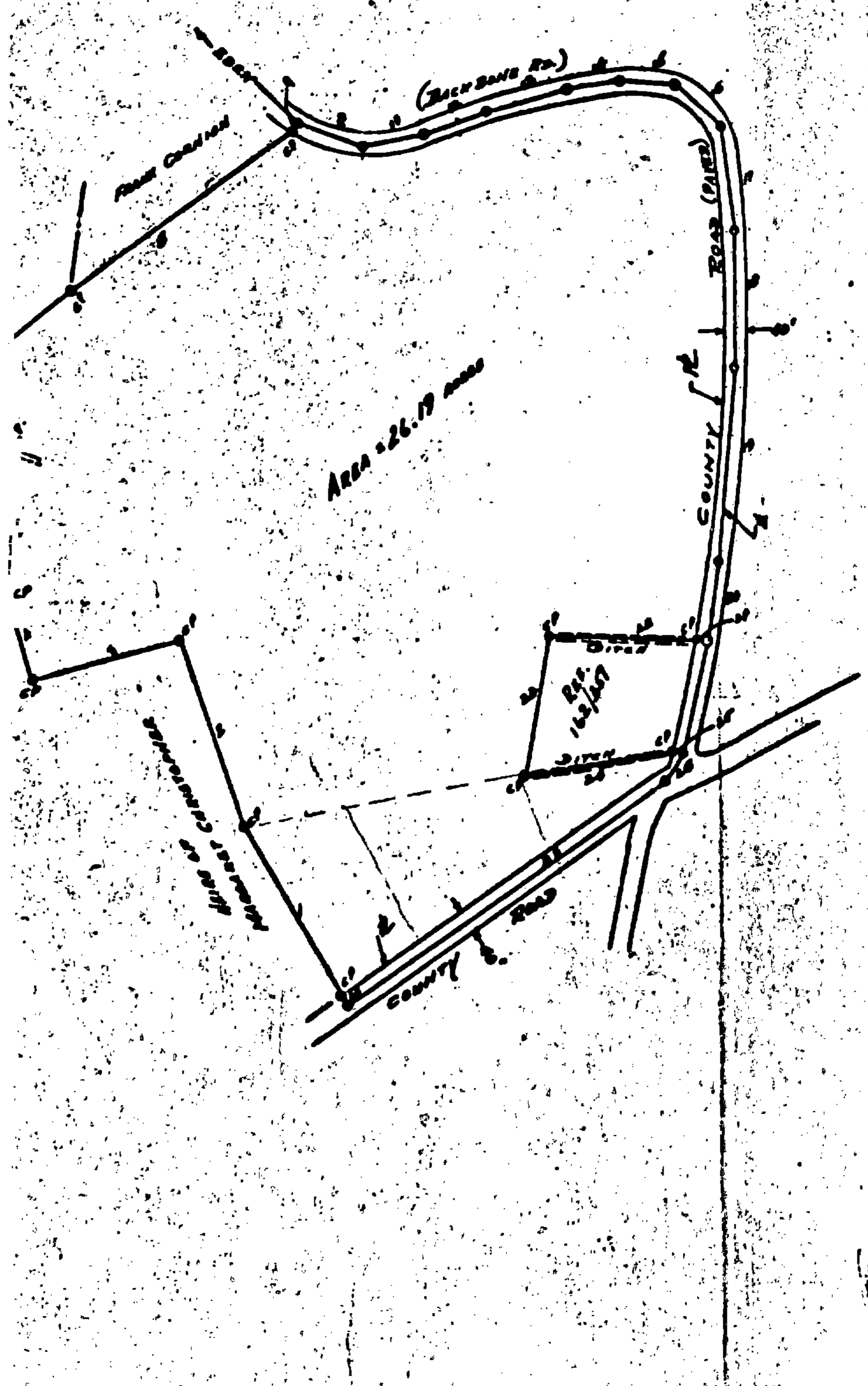

Table of
Courses & Distances

1.	N 33° 06' W	316.00'	15. S 86° 22' E
2.	N 15° 14' W	315.55'	16. S 47° 24' E
3.	S 76° 08' W	250.60'	17. S 6° 56' E
4.	N 15° 31' W	145.20'	18. S 3° 58' W
5.	N 4° 25' E	231.50'	19. S 5° 26' W
6.	N 69° 35' W	178.50'	20. S 7° 40' W
7.	N 53° 10' E	329.00'	21. N 80° 28' W
8.	N 54° 31' E	446.31'	22. S 86° 54' W
9.	N 34° 56' E	19.80'	23. S 10° 18' W
10.	S 69° 35' E	110.95'	24. N 80° 57' E
11.	N 78° 24' E	102.30'	25. S 78° 44' E
12.	N 70° 11' E	108.70'	26. S 33° 21' W
13.	N 74° 19' E	136.35'	27. S 55° 44' W
14.	N 61° 48' E	87.50'	28. N 33° 06' W

Being all of that land recorde
B.L.B.126, Folio 455, except that
off in Liber B.L.B. 162, Folio 35
County Land Records.

PLAT OF PROPERTY

SURVEYED FOR

SIMPKINS & SIMPKINS, ATT

Survey date 7-6-60
Election District No. 15
near Eden. Md.

C. Oliver Morrell
Md. Reg. Surveyor
#2807

s/ Virginia B. Miles
Virginia B. Miles
NOTARY PUBLIC

And, thereafter, on the nineteenth day of September, in the year Nineteen Hundred and Sixty, a Subpoena was issued for the Respondents, which said Subpoena with it's Sheriff's Return is in the words. following, to wit:

THE STATE OF MARYLAND

SOMERSET COUNTY, TO WIT: (SEAL OF COURT)

TO Francis Christopher
Eden, Maryland, and Herman Christopher
Eden, Maryland

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of October next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of Mary W. Christopher
Eden, Maryland

against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 5th day of September Nineteen Hundred and Sixty.

Issued the 19th day of September 1960.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense with the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Simpkins & Simpkins

Address Princess Anne, Maryland

s/ Grace J. Barnes, Clerk.

Sheriff's Return:

"Summoned severally & copies of subpoena, Bill of Complaint & Exhibit "A" left with each defendant Sept. 21, 1960. Isaac H. Dorsey, Sheriff Edwin B. Muir, Deputy"

And, thereafter, on the twenty-fifth day of October, in the year Nineteen Hundred and Sixty, a Motion and Order of Court was filed in Court here, which said Motion and Order of Court is in the words following, to wit:

Mary W. Christopher	:	No. 7639 Chancery Cases
vs.	:	In the Circuit Court for
Francis Christopher	:	Somerset County, Maryland

MOTION

To the Honorable, the Judges of said Court:

The Complainant, by Simpkins and Simpkins, her solicitors, move this Honorable Court to appoint a guardian ad litem for the infant respondent and for eason therefor say :

First: That Francis Christopher is an infant respondent, as set forth in the Bill of Complaint in this cause exhibited.

Second: That he was duly served with copies of the Bill of Complaint and Affidavit on September 21, 1960, and also copies thereof were served upon Mary Christopher, his mother and natural guardian, on like date; and they were subpoenaed by the sheriff of Somerset County in this cause on September 21, 1960.

Third: That no answer or other appearance on behalf of said infant has been entered in this cause.

Fourth: That it is necessary for the protection of the rights and interest of the said infant respondent to have a guardian ad litem appointed to answer for him.

WHEREFORE, the complainant moves this Honorable Court to appoint a guardian ad litem for the infent respondent, Francis Christopher.

SIMPKINS AND SIMPKINS

By s/ Thos. S. Simpkins
Solicitors for Complainant

ORDER OF COURT

Upon the aforegoing Motion, it is this 25th day of October, 1960, Ordered and Decreed by the Circuit Court for Somerset County, Maryland athat Caroline D. Riggin be and she hereby is appointed guardian ad litem for Francis Christopher, infant respondent in this cause.

s/ E. McMaster Duer
JUDGE.

And, thereafter, on the same day, it being the twenty-fifth day of October, in the Year Nineteen Hundred and Sixty, an Answer was filed in Court here, which said Answer is in the words following, to wit:

Mary W. Christopher	:	No. 7639 Chancery Cases
vs.	:	In the Circuit Court for
Francis Christopher	:	Somerset County, Maryland

ANSWER

To the Honorable the Judges of said Court.

The Answer of Francis Christopher, infant respondent in the above captioned cause, by Caroline D. Riggin, his guardian ad litem, in proper person, to the Bill of Complaint in this cause exhibited against him, says:

That he admits the allegations as set forth in paragraphs one; two; three, four; five; six and seven, in the Bill of Complaint in this cause exhibited against him.

Having fully answered the said Bill of Complaint, the respondent prays that this Honorable Court pass such Orders and Decrees herein as it may deem right and proper.

s/ Carolyn D. Riggin
Caroline D. Riggin, Guardian
Ad Litem for the Respondent

And, thereafter, on the same day, it being the twenty-fifth day of October, in the year Nineteen Hundred and Sixty, a Petition for Decree Pro Confesso, Affidavit and Order of Court were filed in Court here, which said Petition, Affidavit and Order are in the words following, to wit:

Mary W. Christopher	:	No. 7639 Chancery Cases
vs.	:	In the Circuit Court for
Herman Christopher, et al	:	Somerset County, Maryland

To the Honorable, the Judges of said Court.

The petition of Mary W. Christopher, complainant, by Simpkins and Simpkins, her solicitors, respectfully represents:

That although summons has been issued to Herman Christopher, one of therespondents in this cause, returnable the first Monday in October, 1960, said Herman Christopher has failed to appear, either in person or by solicitor, to answer the fill of complaint filed therein against him.

WHEREFORE, your petitioner prays this Honorable Court that the Billof Complaint filed in this cause may be taken pro confesso against said respondent, Herman Christopher.

SIMPKINS AND SIMPKINS

By s/ Thos. S. Simpkins
Solicitors for Complainant

STATE OF MARYLAND,
COUNTY OF SOMERSET, S. S.

I hereby certify that on this 25th day of October, 1960, before me, Virginia B. Miles, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared Thomas S. Simpkins, one of the solicitors for the complainant, and made oath in due form of law that Herman Christopher, one of the defendants, is not in the military service of the United States.

As witness my hand and Notarial Seal.

(SEAL OF NOTARY

s/ Virginia B. Miles
Virginia B. Miles
NOTARY PUBLIC

ORDER OF COURT

The aforegoing Petition having been read and considered, it is, thereupon, this 25 day of October, 1960, by the Circuit Court for Somerset County, Maryland, in Equity, ORDERED that the Bill of Complaint in the above entitled cause be and the same is hereby taken pro confesso against Herman Christopher, one of the respondents, andleave be and is hereby granted to Mary W. Christopher, complainant, to take testimony in support of the allegations of her Bill of Complaint before one of the Standing Examiners of this Court.

s/ E. McMaster Duer
JUDGE.

AND, thereafter, on the second day of November, in the year Nineteen Hundred and Sixty, Testimony was filed in Court here, which said Testimony is in the words following, to wit:

Mary W. Christopher	:	No. 7639 Chancery Cases
vs.	:	In the Circuit Court for
Francis Christopher and Herman Christopher	:	Somerset County, Maryland

I, Harry C; Dashiell, Standing Examiner of this Court, do hereby certify that at the law offices of Simpkins and Simpkins, Esquires, in Princess Anne, Maryland, on Wednesday, November 2, 1960 at the hour of 1:30 P.M., I did take the following depositions, that is to say:

G. Oliver Morrell, a witness of lawful age, being first duly sworn, deposes and says:

Int. 1 - Please state your name, address and occupation.

Ans. 1 - G. Oliver Morrell, I live at Marion Station, Maryland and I am a registered land surveyor.

Int. 2 - Are you familiar with real estate values in Somerset County?

Ans. 2 - Yes, I am. I have surveyed land in Somerset County for quite a number of years and have personal knowledge of many sales and the considerations thereof in Somerset County.

Int. 3 - Are you familiar with the land in question in this case?

Ans. 3 - Yes, I am. I surveyed the land on July 6, 1960 at the request of the complainant

Int. 4 - Are you able to estimate the value of the land in question?

Ans. 4 - Yes, I am. I would estimate the value to be approximately Two Thousand Dollars ($2000.00).

Int. 5 - In your opinion, is it possible to divide the land among the parties hereto without material loss or injury to them?

Ans. 5 - I do not think it is possible to equitably divide the land between the two parties.

COURT QUESTION AND ANSWER.

I have nothing further to say.

s/ G. Oliver Morrell (SEAL)
G. Oliver Morrell

s/ Harry C. Dashiell
Examiner

Now comes Bertha Leatherbury, a witness of lawful age, being first duly sworn, deposes and says:

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

Ans. 1 - My name is Bertha Leatherbury, I am 38 years old, I live in Princess Anne, Maryland and I am a housewife.

Int. 2 - Do you know the parties in this cause?

Ans. 2 - Yes, the complainant is my mother, Mary Christopher, and the defendants are Herman Christopher, my cOusin, and Francis Christopher, my brother.

Int. 3 - Are you familiar with the property which is the subject of this suit?

Ans. 3 - Yes I am. My father and my cousin bought it from Mr. Norman Whittington on September 8, 1943 and they owned it together until my father, Ernest Christopher, died on January 3, 1957.

Int. 4 - Who were your father's heirs?

Ans. 4 - My mother, Mary Christopher; my brothers; James Christopher, Roger Christopher, Russell Christopher, Filmore Christopher, and Francis Christopher; my sisters; Maggie Christopher Armwood; Agnes Christopher Wright; Florence Christopher Washington; Pearl Christopher Stanford; Thelma Christopher Jones, and myself. All of the heirs of my father have given their interest in the property to my mother by deed dated April 21, 1960 except the interest of my brother, Francis Christopher who is twenty years old.

Int. 5 - Where does Francis Christopher live?

Ans. 5 - He lives with my mother. He is the infant defendant in this suit.

Int. 6 - Is he the infant defendant for whom a guardian ad litem has been appointed?

Ans. 6 - Yes, he is.

Int. 7 - Who owns the property in question now?

Ans. 7 - My mother, Mary Christopher; my cousin, Herman Christopher and my younger brother, Francis Christopher, own the property as tenants in common.

Int. 8 - Do you think it is possible to divide the property among the parties without loss of injury?

Ans. 8 - No, I do not think it is possible to divide it up fairly among the owners. I think the only fair way to do it is to sell it all and divide the money.

COURT QUESTION AND ANSWER.

I have nothing further to say.

s/ Bertha Leatherbury (SEAL)
Bertha Leatherbury

s/ Harry C. Dashiell
Examiner

Now comes Mary Christopher, a witness of lawful age, being first duly sworn, deposes and says:

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

Ans. 1 - My name is Mary Christopher, I am 59 years of age, I live in Eden, Maryland and I am a housewife.

Int. 2 - Are you the complainant in this cause?

Ans. 2 - Yes, I am.

Int. 3 - Who are the respondents in this cause?

Ans. 3 - Francis Christopher, who is my infant son, and Herman Christopher, who was my ~~infantxxxxx~~ deceased husband's cousin, and we all live in Eden, Maryland.

Int. 4 - How and when did you acquire your interest in the property in question?

Ans. 4 - By a deed dated September 8, 1943, which is marked Complainant's Exhibit "B", whereby Mr. Norman Whittington conveyed unto Herman Christopher and my husband, Ernest Christopher, as tenants in common, a parcel of land twenty-seven acres, in size, more or less in West Princess Anne Election District in Somerset County. My husband, Ernest Christopher, died intestate on January 3, 1957 and left surviving him, me as his widow and eleven childred, namely; James Christopher; Bertha Leatherbury; Maggie Armwood; Roger Christopher; Russell Christopher; Agnes Wright; Thelma Jones; Filmore Christopher; Florence Washington; Pearl Stanford, and Francis Christopher. On April 21, 1960 ten of my children; James Christopher; Bertha Leatherbury; Maggie Armwood; Roger Christopher; Russell Christopher; Agnes Wright; Thelma Jones; Filmore Christopher; Florence Washington and Pearl Stanford, executed a deed to me giving me their interest in the property. This deed is recorded in the Land Records of Somerset County in Liber O.J.B. No. 199, folio 560 and it is Complainant's Exhibit "A" in this cause. Therefore, Herman Christopher and my son, Francis Christopher, and myself own the property together.

Int. 5 - How old is your son Francis Christopher?

Ans. 5 - He is twenty; he will be twenty-one on August 27, of 1961.

Int. 6 - Has a guardian been appointed to protect his interest?

Ans. 6 - Yes, the Court has appointed Carolyn Riggin as his guardian ad litem and she has answered for him in this suit.

Int. 7 - Do you know the value of the property in question?

Ans. 7 - No, I don't have any idea as to its value.

Int. 8 - In your opinion, is it possible to divide the property among the parties without material loss or injury to them?

Ans. 8 - No, it is not possible to divide the property fairly.

COURT QUESTION AND ANSWER.

I have nothing further to say.

Her
s/ Mary I Christopher (SEAL)
Mark
Mary Christopher

s/ Harry C. Dashiell
Examiner

There being no further witnesses produced to me, I herewith, at the request of the Complainant's solicitors, return this deposition to Court, closed under my hand and seal, and certify that all of the above testimony was taken in my presence as examiner and that all of the requirements of General Equity Rule 38A have been complied with, and I further certify that the examiner's costs have been paid by the complainant.

Given under my hand and seal this 2nd day of November, 1960.

s/ Harry C. Dashiell (SEAL)
Harry C. Dashiell Examiner

And, thereafter, on the Third day of November, in the Year Nineteen Hundred and Sixty, Complainant's Exhibit "B" and Complainant's Exhibit "C" were filed in Court here, which said Complainant's Exhibits "A" and "B" are in the words following, to wit:

COMPLAINANT'S EXHIBIT "B"

DEED

Norman T. Whittington
Golda B. Whittington
To
Herman Christopher
Ernest Christopher

THIS DEED, made this 6th day of Sept., nineteen hundred and forty-three, by Norman T. Whittington and Golda B. Whittington, his wife, of Somerset County, Maryland, witnesseth, that in consideration of the sum of four hundred fifty dollars, paid by Herman Christopher and Ernest Christopher, of said county and state, the said Norman T. Whittington and Golda B. Whittington, his wife, hereby grant and convey unto the said Herman Christopher and Ernest Christopher, as tenants in common, their heirs and assigns, all that tract or parcel of land situate, lying and being in East Princess Anne Election Distrit, Somerset County, Maryland, lying and binding on the north side of the county road leading from Princess Anne to Eden, adjoining the lands of Margaret Christopher's heirs and Jerome Cornish, and containing 27 acres, more or less; the land hereby conveyed being a part only of the land which was conveyed to the said Norman T. Whittington by the County Commissioners of said Somerset County by deed dated October 21, 1941, redorded among the land records of said Somerset County in Liber B.L.B. No. 121, folio 203, and being all of said land which lies on the north side of the said county road.

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

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, waters, privileges, ways, 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 Herman Christopher and Ernest Christopher, as tenants in common, their heirs and asigns, in fee simple.

AND the said Norman T. Whittington and Golda B. Whittington, 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.

Norman T. Whittington (SEAL)
Golda B. Whittington (SEAL)

Test: Addie Handy

State of Maryland, Somerset County, to wit:

I hereby certify that on this 6th day of Sept. 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Norman T. Whittington and Golda B. Whittington, his wife, the grantors named in the foregoing deed, and duly acknowledged the foregoing deed to be their respective act and deed.

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

Federal Stamps. $.55
State Stamps. $.40

Addie Handy
Notary Public

Seal of
Notary

Received for Record December 29, 1943 and recorded in Liber B.L.B. No. 126, folio 455, one of the Land Records of Somerset County.
Per: Benjamin L. Barnes, Clerk

STATE OF MARYLAND, SOMERSET COUNTY: TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that the aforegoing is a true and correct copy of a Deed from Norman T. & Golda B. Whittington to Herman & Ernest Christopher as recorded in Liber B.L.B. #26 Folio 455, et seq., one of the Land Records of Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 27th day of October, in the year Nineteen Hundred and Sixty.

(SEAL OF COURT)

s/ Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland

COMPLAINANT'S EXHIBIT "C"

THIS DEED, made this 21st day of April, in the year Nineteen hundred and sixty, by James Christopher and Irene Christopher, his wife; Bertha Leatherbury, widow; Maggie Armwood and Oliver Armwood, her husband; Roger Christopher and Mary Christopher, his wife; Russell Christopher and Ethel Christopher, his wife; Agnes Wright; Thelma Jones and Nathan Jones, her husband; Filmore Christopher and Sarah Christopher, his wife; Florence Washington and George Washington, her husband; and Pearl Stanford, divorced; witnesseth:

That for and in consideration of the sum of Ten Dollars and other good, valuable and sufficient considerations, the receipt of which is hereby acknowledged, the said above mentioned Grantors do hereby grant, convey and release unto Mary W. Christopher, widow, her heirs and assigns, all of their right, title and interest in and to all that tract or parcel of land situate in East Princess Anne Election District, Somerset County, Maryland; situate, lying and being on the northerly side of the county road leading from Princess Anne to Eden, adjoining the lands of Margaret Christopher's Heirs and the lands of Jerome Cornish, and consisting of twenty-seven (27) acres of land, more or less; and being the same land conveyed unto Herman Christopher and Ernest Christopher by Norman T. Whittington, et ux, by deed dated September 8, 1943 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 126, folio 455; except so much thereof as was conveyed unto Kish Wright by the said Herman Christopher and Ernest Christopher, by deed recorded among the aforesaid land records. The interest of Ernest Christopher, upon his demise intestate, descended unto James Christopher; Bertha Leatherbury; Maggie Armwood; Roger Christopher; Russell Christopher; Agnes Wright; Thelma Jones; Filmore Christopher; Florence Washington; Pearl Stanford; Francis Christopher; and Mary W. Christopher, the grantee herein; as his sole surviving heirs at law. To which deeds and records and all the references therein contained, special reference is hereby made a part hereof as if herein fully set forth.

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

To have and to hold the above granted property unto Mary W. Christopher, widow, her heirs and assigns, forever in fee simple.

And the said grantors covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances thereof as may be requisite.

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

Test:

s/ James H. Brown

Test:

s/ James H. Brown

Test:

s/ James H. Brown

Test:

s/ James H. Brown

Test:

s/ Henry C. James

Test:

s/ I. W. Miller

Test:

s/ James H. Brown

Test:

s/ James H. Brown

Test:

s/ James H. Brown

s/ James Christopher (SEAL)
James Christopher

s/ Irene Christopher (SEAL)
Irene Christopher

s/ Bertha Leatherbury (SEAL)
Bertha Leatherbury

s/ Maggie Armwood (SEAL)
Maggie Armwood

s/ Alvin Armwood (SEAL)
Alvin Oliver Armwood

s/ Roger Christopher (SEAL)
Roger Christopher

s/ Mary Christopher (SEAL)
Mary Christopher

s/ Russell Christopher (SEAL)
Russell Christopher

s/ Ethel Christopher (SEAL)
Ethel Christopher

s/ Agnes Wright (SEAL)
Agnes Wright

s/ Thelma Jones (SEAL)
Thelma Jones

s/ Nedford Harvey Jones (SEAL)
Nathan Jones

s/ Filmore Christopher (SEAL)
Filmore Christopher

s/ Sarah Christopher (SEAL)
Sarah Christopher

s/ Florence Washington (SEAL)
Florence Washington

s/ George Washington (SEAL)
George Washington

s/ Pearl Stanford (SEAL)
Pearl Stanford

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I hereby certify that on this 2 day of April, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James Christopher; Irene Christopher; Bertha Leatherbury; Maggie Armwood; Oliver Armwood; Roger Christopher; Mary Christopher; Russell Christopher; Ethel Christopher; and each and severally acknowledged the aforegoing Deed to be his respective act and deed and that he executed the same for the purposes therein set forth.

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

(SEAL OF)
(NOTARY)

s/ James H. Brown
Notary Public

STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA:

I hereby certify that on this 14th day of April, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Agnes Wright, and she acknowledged the foregoing Deed to be her act and deed and that she executed the same for the purpose therein set forth.

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

(SEAL OF)
(NOTARY)

s/ Henry C. James
Notary Public

STATE OF MARYLAND, City COUNTY OF BALTIMORE, to-wit:

I hereby certify that on this 21 day of April, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thelma Jones and Nedford H. Nathan Jones, and each acknowledged the foregoing Deed to be his act and deed and that they executed the same for the purposes therein set forth.

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

(SEAL OF)
(NOTARY)

s/ I. W. Miller
Notary Public

Wicomico
STATE OF MARYLAND, COUNTY OF SOMERSET, to-wit:

I hereby certify that on this 26 day of March, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Filmore Christopher and Sarah Christopher, and each acknowledged the foregoing Deed to be his act and deed and that they executed the same for the purposes therein set forth.

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

(SEAL OF NOTARY) s/ James H. Brown
Notary Public

STATE OF MARYLAND, COUNTY OF WICOMICO, to-wit:

I hereby certify that on this 26 day of March, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Florence Washington and George Washington and Pearl Stanford, and they each and severally acknowledged the foregoing Deed to be their respective act and deed and that they executed the same for the purposes therein set forth.

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

(SEAL OF NOTARY) s/ James H. Brown
Notary Public

Received for Record Sept. 7, 1960 and recorded in Liber G.J.B. No. 199, folio 560, one of the Land Records of Somerset County.

Per: Grace J. Barnes, Clerk

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I, Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland, hereby certify that theaforegoing is a true and correct copy of a Deed dfrom James Christopher et al to Mary W. Christopher as recorded in Liber G.J.B. No. 199, Folio 560, et seq., one the of the Land Records pf Somerset County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said
(SEAL OF COURT) Court this 27th day of October in the year Nineteen Hundred and Sixty.

s/ Grace J. Barnes, Clerk of the Circuit Court for Somerset County, Maryland

And, thereafter, on the Fifth day of December, in the year Nineteen Hundred and Sixty, an Order of Court was filed in Court here, which said Order of Court is in the words following, to wit:

Mary W. Christopher	:	No. 7639 Chancery Cases
vs.	:	In the Circuit Court for
Francis Christopher, and Herman Christopher	:	Somerset County State of Maryland

******* *******

ORDER OF COURT

The Bill of Complaint, testimony and exhibits, together with all other documents, in the above entitled case having been submitted and by the Court read and considered,

It is thereupon, this 5 day of December, 1960 by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the property mentioned in the proceedings be sold; that Thomas S. Simpkins be and he hereby is appointed Trustee to make said sale and the course and manner of the sale shall be as follows; after first filing with the Clerk of this Court a bond to the State of Maryland approved by the said Clerk in the penalty of Two Thousand Dollars ($2000.00), conditioned upon the faithful performance of the duties reposed in him by this trust, he shall proceed to make said sale, after first giving at least four weeks notice by advertisement inserted in some weekly newspaper published in Somerset County, Maryland of the time, place, manner, and terms of sale, which said terms shall be; one-third in cash on the day of sale and the balance within thirty days after final ratification thereof, or all cash at the optim 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 convenient after said

sale, the trustee shall return to this Court a full and particular account thereof, with annexed affidavits to the truth and fairness of said sale and report, and upon payment of the whole purchase price and final ratification thereof by the Court, the said trustee shall by good and sufficient deed or deeds convey the same to the purchaser or purchasers, free and clear of all claims of the parties hereto and of all those claiming, by, from, or under them or either of them; and the trustee shall bring into this Court the money arising from said sale to be distributed under direction of this Court, after deducting the propert costs and such reasonable expenses, including a commission to 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 this trust.

s/ E. McMaster Duer
JUDGE

And, thereafter, on the Ninth day of January, in the year Nineteen Hundred and Sixty-one, a Bond was filed in Court here, which said Bond is in the words following, to wit:

LIBER 6 PAGE 256

No. 7639 Chancery

(TRUSTEE'S BOND)

KNOW ALL MEN BY THESE PRESENTS:

That we, Thomas S. Simpkins, PrincessWilliam Street, Princess Anne, Maryland and _____ of The St. Paul Fire and Marine Insurance Company are held an firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of January in the year nineteen hundred and Sixty-one

WHEREAS, by decree of the Circuit Court for Somerset County, sitting in Equity, passed in a cause in said court on the 5th day of Dec. nineteen hundred and 60 between Mary W. Christopher vs. complainants, and Francis Christopher and HermanChristopher respondents, the above bound Thomas S. Simpkins has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH

That if the above bounden Thomas S. Simpkins do and shall well and truly and faithfully perform the trust proposed in him by and further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Seal and Delivered in the presence of

s/ Thos. S. Simpkins (SEAL)
Thomas S. Simpkins

s/ Virginia B. Miles
Notary Public

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
BY: s/ William P. Harvey (SEAL)
William P. Harvey, Attorney-in-Fact

The within bond approved.
s/ Grace J. Barnes, Clerk

LIBER 6 PAGE 257

Class 1

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY DEPARTMENT

ST. PAUL

FIRE AND MARINE

Insurance Company

Home Office: St. Paul, Minnesota

KNOW ALL MEN BY THESE PRESENTS; That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint William P. Harvey Baltimore, Maryland its true and lawful attorney(s)-in-fact

to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as full and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, --Section 6, of the By-Laws adopted by the Board of Directors of the St. Paul Fire and Marine Insurance Company at a meeting called and held on the 17th day of January, 1952, of which the following is a true transcript of said Section 6:

"The President or any Vice President, Resident Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

IN TESTIMONY WHEREOF, The St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th day of April A. D. 1960

(CORPORATE) (SEAL)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

s/W? E. King
Vice President.

STATE OF MINNESOTA } ss.
County of Ramsey }

On this 14th day of April 1960, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

s/ C. L. Jaeger
C. L. JAEGER

(NOTARIAL SEAL)

Notary Public, Ramsey County, Minn.
My Commission Expires June 2, 1960.

CERTIFICATION

I, the undersigned, a Special Attorney-in-fact of the St. Paul Fire And Marine Insurance COmpany, duly appointed pursuant to and by authority of the By-Laws of said Company, do hereby certify that I have compared the foregoing copy of the power of Attorney * and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of January 1961

s/ ? ? ? ? ? ?
Special Attorney-in-fact.

*Unlimited as to character and amount

Filed for Record Jan 9 1961 and record in Liber B.B.B. No. 6 Folio 256, Test s/ Grace J. Barnes, Clerk

And, thereafter, on the Eleventh day of January, in the year Nineteen Hundred and Sixty, and Trustee's Report of Sale, Affidavit and Order Nisi were filed in Court here, which said Report of Sale, Affidavit and Order are in the words following, to wit:

Mary W. Christopher : No. 7639 Chancery Cases
vs. : In the Circuit Court
Francis Christopher : Somerset County
and
Herman Christopher : State of Maryland

* * * * * * * * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Thomas S. Simpkins, Trustee, appointed by a decree of this Court passed in the above captioned cause, dated December 5, 1960, to make sale of certain real estate therein mentioned, respectfully shows:

That the trustee, after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, manner, place and terms of sale by advertisements inserted in the "Marylander and Herald" and the "Salisbury Times", two newspapers; one published in and of general circulation in the County of Somerset and one published and of general circulation in the County of Wicomico, for at least four weeks before the day of sale, the trustee did, pursuant to said notice, attend at the Court House Door in Princess Anne, Maryland, on the tenth day of January, 1961 at 2 o'clock P.M., and then and there proceed to sell said property in the manner following, that is to say:

The Trustee offered at public sale to the highest bidder the property mentioned in said decree and described as follows:

All that tract of woodland situate in East Princess Anne, Election District, Somerset County, Maryland and bounded on the North by the land of Frank M. Ewing and the land of Frank Cornish and the County Road leading to Eden, known as Backbone Road; and bounded on the East by the said county road and the land of Kiah Wright; and bounded on the South by the aforesaid county road and the land of the heirs of Margaret Christopher; and bounded on the West by the land of Frank Cornish and the land of Frank M. Ewing; and containing 26.19 acres of land. All of which was accurately surveyed by G. Oliver Morrell, Surveyor, on July 6, 1960, a copy of said survey is filed with the proceedings in this cause as Complainant's Exhibit "A". And being the same land conveyed unto Herman Christopher and Ernest Christopher by Norman T. Whittington, et ux, by deed dated September 8, 1943 and recorded among the Land Records of Somerset County in Liber B.L.B. No. 126, folio 455; except so much thereof which was conveyed unto Kiah Wright by Herman Christopher, et al, by deed dated February 22, 1954 and recorded among the aforesaid Land Records in Liber B.L.B. No. 162, folio 357.

AND the said Trustee sold said land unto Clyde W. Brown at and for the sum of One Thousand, Eight Hundred Dollars ($1,800.00), he being the highest bidder therefor; of which sum the said Clyde W. Brown has bpaid unto the Trustee Six Hundred Dollars ($600.00), and stands ready to pay the balance upon final ratification.

Respectfully submitted,

s/ Thos. S. Simpkins (SEAL)
Thomas S. Simpkins, Trustee

WITNESS: s/ Virginia B. Miles

STATE OF MARYLAND, COUNTY OF SOMERSET, to-wit:

I hereby certify that on this 11th day of January, 1961, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas S. Simpkins, Trustee named in the above Report of Sale, and he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In witness whereof I hereunto subscribe my name and affix my Notarial Seal on the day and year last above written.

s/ Virginia B. Miles
Virginia B. Miles
Notary Public

(SEAL OF NOTARY)

ORDER NISI

ORDERED, by the Circuit Court for Somerset County, Maryland, in Equity, this 11th day of January, 1961, that the sale of the property mentioned in these proceedings, made and reported by Thomas S. Simpkins, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 15th day of February, 1961; provided a copy of this Order be inserted in some newspaper published in said Somerset County once in each of Three consecutive weeks before the 30th day of January, 1961, next.

The Report state the amount of sale to be a total of One Thousand, Eight Hundred Dollars ($1,800.00).

s/ Grace J. Barnes,
CLERK.

And, thereafter, on the Sixteenth day of February, in the year Nineteen Hundred and Sixty-one, a Final Order of Ratification was filed in Court here which said Final Order of Ratification is in the words following, to wit:

ORDERED, by the Circuit Court for Somerset County, Maryland, on this 16th day of February, 1961, A.D., that the sale of the property made and reported by Thoms S. Simpkins, Trustee as aforesaid, be and the same is 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 this proceeding; and the said Trustee is allowed the sum of One Hundred Eighty Dollars ($180.CO) which is the usual commissions, as well as the proper expenses as they shall be shown by vouchers for the auditor.

s/ E. McMaster 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: Grace J. Barnes, Clerk

September Term 1960

In The Matter of the Application of Iva E. Laird for the Appointment of a Committee for Mayme Turner Laird, Incompetent

Be it remembered that heretofore to wit, on the eleventh day of March, in the year Nineteen Hundred and Fifty-eight, a certain Lionel Bennett, Attorney of Somerset County and State of Maryland, exhibited and filed in Circuit Court here a Petition, Affidavit, and Order, and Physician's Affidavit's, which said Petition, Certificates of Medical Doctors and Affidavits, are in the words following, to wit:

In the matter of the application of Iva E. Laird for the appointment of a committee for Mayme Turner Laird, Incompetent

: No. 7398 Chancery
: In the Circuit Court
: for Somerset County,
: Maryland
: In Equity

.. ..

To the Honorable the Judges of said Court:

The petition of Iva E. Laird by Lionel Bennett, her attorney, respectfully presents to this Court as follows:

1. That she resides on Rayfield Road, near Crisfield, Somerset County, Maryland. That she is the sisterrof Charles T. Laird, late of Somerset County, Maryland, whose widow, Mayme Turner Laird, who is now and for upwards of five years has been a patient in the Eastern Shore State Hospital at Cambridge, Maryland, and who is now and for many years has been of unsound mind and incompetent, without lucid intervals and that she is not capable of the government of herself or the management of her estate.

2. That petitioner is the executrix appointed by the last will and testament of the late Charles T. Laird.

3. Annexed hereto are the affidavits of Doctor George E. Currier and Doctor Thomas J. Dredge, sworn to March 4, 1958, deposing to the incpmpetency of the said Mayme Turner Laird.

4. That the said Mayme Turner Laird has an interest in the estate of her late husband, Charles T. Laird, of about the value of $5,000.00, which consists of the interest in real and personal property and that there is no one legally appointed to manage the same for her use and support and that it would be for her benefit to appoint a suitable comittee of her person and estate.

Wherefore petitioner prays for an order (a) directing the alleged incompetent Mayme Turner Laird to be summoned within ten days; (b) requiring that within the same time a copy of the summons, petition and order shall be left with the superintendent of the Eastern Shore State Hospital; (c) setting the petition for hearing on or after 15 days from the date of the order; (d) and allowing an appearance and answer at any time before or after decree.

And your petitioner will ever pray.

Lionel Bennett
Solicitor for petitioner

Iva E. Laird

State of Maryland, Somerset County, to wit:

I hereby certify that on the 6th day of March, 1958, before me, the subscriber, a notary public of the State of Maryland, in and for Somerset County, personally appeared Iva E. Laird and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of her knowledge and belief.

As witness my hand and notarial seal.

Seal of Notary

Lula Mae Dize
Notary Public

O R D E R

Upon the foregoing petition of Iva E. Laird, it is ordered this 11th day March, by Circuit Court for Somerset County, Maryland, in Equity, that (a) Mayme Turner Laird, alleged incompetent, be summoned herein within ten days from the date hereof, (b) that within the same time a copy of the summons, petition and this order shall be left with the superintendent of the Eastern Shore State Hospital, at Cambridge, Maryland, (c) that the petition herein shall be heard on 2nd day of April, 1958, at 10:00 a.m., (d) and an appearance and answer shall be allowed at any time before or after any decree herein.

s/E. McMaster Duer
Judge

PHYSICIAN'S AFFIDAVIT

I, George E. Currier, of Cambridge, Maryland, do make oath in due form of law that I am a medical doctor duly licensed to practice medicine in the State of Maryland, since 1953; that I am a diplomate of the American Board of Psychiatry and Neurology, and on the Staff of the Eastern Shore State Hospital, in Cambridge, Maryland; that I have known Mayme (Mary Ann) Turner Laird of Crisfield, Maryland, since March 10, 1953; that on March 4, 1958, I have made an examination of her and found her to be of unsound mind and incapable of governing herself or of managing her affairs; that the nature of her incompetency is: Mental deterioration associated with degeneration of the central nervous system; her condition is diagnosed as chronic brain syndrome associated with diseases of unknown or uncertain cause, Pick's Disease; and that it is not safe for her or for society that she be without strict medical care and attention; that to the knowledge of the deponent, her present mental incapacity has existed since 1950 and the probable duration is permanent; that deponent is a medical doctor duly licensed as aforesaid.

s/George E. Currier, M.D.

Subscribed and sworn to before me a Notary Public,
of the State of Maryland, this 4 day of March 1958.

Bessie O'Neal Orem
Notary Public

PHYSICIAN'S AFFIDAVIT

I, Thomas J. Dredge, of Cambridge, Maryland, do make oath in due form of law that I am a medical doctor duly licensed to practice medicine in the State of Maryland, since 1953; that I am a diplomate of the American Board of Psychiatry and Neurology, and on the Staff of the Eastern Shore State Hospital, in Cambridge, Maryland; that I have known Mayme (Mary Ann) Turner Laird of Crisfield, Maryland, since March 10, 1953; that on March 4, 1958, I made an examination of her and found her to be of unsound mind and incapable of governing herself or of managing her affairs; that the nature of her incompetency is: Mental deterioration associated with degeneration of the central nervous system; her condition is diagnosed as chronic brain syndrome associated with diseases of unknown or uncertain cause, Pick's Disease; and that it is not safe for her or for society that she be without strict medical care and attention; that to the knowledge of the deponent, her present mental incapacity has existed since 1950 and the probable duration is permanent; that deponent is a medical doctor duly licensed as aforesaid.

Dr. Thomas J. Dredge

Subscribed and sworn to before me a Notary Public,
of the State of Maryland, this 4 day of March 1958.

Bessie O'Neal Orem
Notary Public

Seal of the Notary

And on the same day the following subpoena was issued, which said subpoena with its return thereon, is in the words following, to wit:

The State Of Maryland

Somerset Couty, to Wit; SEAL OF COURT

To Mayme Turner Laird, Incompetent
Eastern Shore State Hospital
Cambridge, Maryland

GREETINGS

We command and enjoin you that you do within the time limited by Order of Court attached cause your answer or other defense to be filed to the complaint of Iva E. Laird, against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Circuit of Maryland, the 3rd day of March Nineteen Hundred and Fifty-eight. Issued the 11th day of March, 1958.

To The Defendant(s)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.
decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name Lionel Bennett

Address Crisfield, Maryland

Grace J. Barnes
Clerk.

RETURN: "Summoned Dr. Currier, Supt. of E.S.S.H. and Mayme Turner Laird, Incompetent, also copy of summons and petition, order, Physician's Affidavit left with Dr. Currier E.S.S.H. and the defendant Ann Mayme Turner Laird.

David F. Bradshaw CD
Sheriff

And thereafter, on the third day of April, nineteen hundred and fifty-eight, was filed in Court here, a Decree, which said Decree is in the words following to wit:

In the matter of	:	No. 7398 Chancery
Mayme Turner Laird,	:	In the Circuit Court for
Incompetent	:	Somerset County, Maryland

Application having been made in this Court on the petition of Iva E. Laird, verified March 6, 1958, for the appointment of a committee of the person and estate of Mayme Turner Laird; and an order having been passed by this Court on March 11, 1958, directing among other things that the petition be heard on April 2, 1958; and no appearance or answer having been made to the said petition, and the proceedings herein having been read and considered,

It is thereupon this 3rd of April, 1958, by the Circuit Court of Somerset County, Maryland, In Equity, adjudged and ordered that Iva E. Laird and Lena L. McDorman be, and they are hereby appointed committee of the person and estate of the said Mayme Turner Laird, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Mayme Turner Laird, under direction of this Court: but before the said Iva E. Laird and Lena L. McDorman shall proceed to act as such committee, they shall give bond to the State of Maryland in the sum of $2,000.00 with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such committee.

s/E. McMaster Duer
Judge

And afterwards to wit, on the seventh day of November in the year nineteen hundred and fifty-eight, was filed in the Circuit Court here, a Petition, Affidavit and Order, which said Petition Affidavit and Order are in the words following, to wit:

In the Matter of	:	No. 7398 Chancery
Mayme Turner Laird,	:	In the Circuit Court for
Incompetent	:	Somerset County, Maryland

The Petition of Iva E. Laird and Lena L. McDorman, by Lionel Bennett, their attorney, respectfully represents and shows to this Court as follows:

1. That they are the duly appointed committee of the person and estate of Mayme Turner Laird by order of this Court dated April 3, 1958; that prior to the execution of their duties, they filed a bond herein, as provided in said order, and are now acting as such committee.

2. That Mayme Turner Laird is now, and for many years has been, a person non compos mentis, and that the condition is probably permanent, as more fully appears by the affidavits of Thomas J. Dredge and George E. Currier, sworn to March 4, 1958, and filed herein.

3. That Mayme Turner Laird is seized and possessed of two contiguous parcels of real estate in fee simple, described as follows:

PARCEL I. All that lot of land in Asbury District on the south side of Rayfield Road, bounded and described as follows:

Beginning at an iron boundary set up on the south side of Rayfield Road at a point marked "A" on a plat made by G. Holton Quinn, surveyor, recorded with a deed made by George B. Sterling and wife to George B. Sterling, Jr., and recorded in Liber 102 JMT 535, which said point is south 83° east 266 feet from the northeast corner of the lands now or formerly of George Jones; thence south 9° 30' west 229 feet; thence south 83° east 60 feet; thence north 9° 30' east 229 feet to the south side of Rayfield Road; thence north 83° west 60 feet along the south side of Rayfield Road to the point or place of beginning; being the same premises conveyed to Charles T. Laird and Mayme Laird, also known as Mayme Turner Laird, by deed dated October 13, 1941, and recorded in Liber 121 BLB 200.

PARCEL II. All that lot of land adjoining Parcel I above described, and south thereof, conveyed to Charles T. Laird and Mayme Turner Laird, by deed dated August 22, 1946, and re-

corded in Liber 136 BLB 586, shown and designated as Lot 1 on a plat annexed to the aforesaid deed.

4. That Charles T. Laird was the husband of Mayme Turner Laird and departed this life on February 8, 1958, leaving a last will and testament dated June 7, 1955, which was admitted to probate by the Orphans' Court for Somerset County March 4, 1958, under which he devised a one-half interest in all the rest, residue and remainder of his estate to Iva Elizabeth Laird, trustee under the said last will and testament for Mayme Turner Laird. That Charles T. Laird, at the time of his death was seised and possessed of the following described real estate in fee simple:

All that lot of land adjoining Parcels 1 and 11 above and on the west thereof, conveyed to Charles T. Laird by deed dated May 16, 1955, and recorded in Liber 172 BLR 90, and shown as Parcel 3 on a certain plat referred to in said deed. That Iva E. Laird joins in this petition as trustee under said will, as well as one of the committee hereunder.

5. That the premises above destribed are improved with a single family dwelling and outbuildings in which the late Charles T. Laird resided until the time of his death; that the said premises have been vacant since shortly before the death of Charles T. Laird and your petitioners have been unable to rent them; that if said premises are permitted to remain unoccupied, they will depreciate in value by reason of wear and tear due to the elements and vandalism.

6. That your petitioners have received an offer for the purchase of the premises above described for the sum of $4,000.00; that your petitioners are of the opinion that the said sum is fair and reasonable value of the said premises and that it is to the interest and advantage of Mayme Turner Laird that the premises be sold; that your petitioners believe that Mayme Turner Laird will Never recover from her present condition or that she will ever occupy the said premises again.

Wherefore your petitioners pray for an order authorizing and directing petitioners to sell the property described herein on such terms and conditions as the Court may prescribe and for an order granting leave to your petitioners to take testimony before one of the Standing Examiners of this Court as to the value, quantity, and condition of the property and all the circumstances surrounding it, and for such other and further relief as this Court may deem just and proper.

Iva E. Laird

Lena L. McDorman

Lionel Bennett
Attorney for petitioners
Office & P.O. Address
Crisfield, Maryland

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 3rd day of November, 1958, before me, the subscriber, a notary public of the State of Maryland, in and for Somerset County, personally appeared Iva E. Laird and Lena L. McDorman, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

As witness my hand and notarial seal.

Seal of Notary

Lula Mae Dize
Notary Public

O R D E R

Upon the foregoing petition, it is this 6th day of November, 1958, by the Circuit Court of Somerset County, Maryland, in Equity, ordered that petitioners be and they are hereby granted leave to take testimony before one of the Standing Examiners of this Court, as to the value, quantity, and condition of the property and all the circumstances surrounding it.

Rex A. Taylor
Judge

And Thereafter, on the fourteenth day of November, in the year nineteen hundred and fifty-eight, Testimony was filed in Court here, which said Testimony is in the words following, to wit:

In the Matter of	:	In Equity No. 7398
Mayme Turner Laird	:	In theCircuit Court for
Incompetent	:	Somerset County, Maryland

In this cause testimony having to be taken to support the allegations of the petition, I, Benson W. Sterling 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 12th day of November, 1958, in Somerset County aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. LIONEL BENNETT:

Iva E. Laird, a witness of lawful age, the petitioner herein, being duly sworn, deposes and says:

Q. Please state your name, residence and occupation.
A. My name is Iva E. Laird, I reside on Rayfield Road near Crisfield, Somerset County, Maryland, and I am a saleswoman for the Coffman-Fisher Company.

Q. Are you one of the committee of the person and estate of Mayme Turner Laird?
A. Yes I am. I was appointed as such on April 3, 1958.

Q. Are you related to the incompetent?
A. My deceased brother, Charles T. Laird, was her husband.

Q. Where is the incompetent at this time?
A. She is at present a patient in the Eastern Shore State Hospital at Cambridge, Maryland.

Q. How long has she been a patient there?
A. For upwards of five years.

Q. How long has the incompetent been of unsound mind?
A. I believe that her condition has existed for two to three years prior to her being being admitted to the hospital.

Q. Where did the incompetent and your brother live?
A. They lived in a home situated on a piece of property described in the petition, verified November 6, 1958, as Parcels I and II.

Q. Can you describe the property?
A. It is a one story single family dwelling of frame construction with a wooden shingle roof. It has several small outbuildings. The domestic water supply is a well and an electric pump. There is no central heating system, and the walls are plaster board.

Q. Does the incompetent have any interest in any other property connected with the home?
A. Yes, she does. The home place which was made up of Parcels I and II was owned by my brother and the incompetent as tenants by the entirety. The lot of land described in paragraph 4 of the petition herein was purchased by my brother in his own name after the incompetent was confined to the hospital. She has a one-half interest in that parcel under my brother's will.

Q. What is the condition of the property at this time?
A. It has been vacant since my brother's death last February. The buildings need some repairs. The roof on the home place needs attention.

Q. How is the home situated with respect to other dwellings in the vicinity?
A. The house is situated by itself and is surrounded by wood lots on three sides, The nearest house is about 100 yards away on either side.

Q. Is the property subject to damage by vandals?
A. Yes. Since the house is more or less isolated, it is subject to vandalism as there is no regular police patrol in that area.

Q. Where do you live?
A. I live about 150 yards from my brother's house on the other side of the road.

Q. Do you believe that the incompetent will ever return to occupy the premises?
A. No, I don't believe so. She is a very old lady now and the doctors At Eastern Shore State Hospital hold out no hope for her recovery. They are of the opinion that her condition is incurable.

Q. Have you attempted to rent the premises?
A. Yes I have but I have had no acceptable offers.

Q. Do you have an opportunity to sell the premises?
A. Yes, the committee has an offer to sell the three parcels mentioned in the petition for $4,000.00.

Q. Have you an opinion as to whether or not a sale of the property is in the best interests and advantage of the incompetent?
A. Yes I have.

Q. What is it?
A. In my opinion the property should be sold because the incompetent will never occupy it again and if it is not sold, it will depreciate in value very rapidly, and the money realised from the sale can be used for the benefit of the incompetent.

COURT'S QUESTION.
A. No sir.

s/ Iva E. Laird

Benson W. Sterling

Rachel M. Cox, a witness of lawful age, being duly sworn, deposes and says:

Q. Please state your name, residence and occupation.
A. My name is Rachel M. Cox, I reside on Main Street Extended, near Crisfield, Maryland, and I am a real estate and insurance broker.

Q. Have you in the course of your business made appraisals of real estate in and near Crisfield?
A. Yes I have.

Q. For whom have you made such appraisals?
A. During the past several years I have made appraisals for the Orphans' Court of Somerset County, for the Bank of Crisfield, for the Marine bank of Crisfield, and for the State Roads Commission.

Q. Are you familiar with the premises occupied by the late Charles T. Laird?
A. Yes I am.

Q. Will you please describe them?
A. The home place consists of three parcels of ground. The house itself is situated on parcel I. Parcel II is situated immediately to the rear of parcel I and is unimproved. The lot described in paragraph 4 of the petition is situated to the west of parcels I and II and is unimproved. The timber has recently been cut off this piece. The house is a one story frame bungalow with a wood shingled roof. It has asbestos shingles over the siding. There are some small outbuildings.

Q. Have you formed an opinion as to the value of parcels I and II?
A. Yes I have.

Q. What is it?
A. $3,550.00.

Q. Have you formed an opinion as to the value of the premises described in paragraph 4 of the petition?
A. Yes I have.

Q. What is it?
A. $450.00.

COURT'S QUESTION.
A. No Sir.

s/ Rachel M. Cox

Benson W. Sterling

There being no further witnesses to be examined and at the suggestion of the Solicitor for the petitioner, the papers are herewith returned to the Court, and I further certify this annexed bill of costs is correct and paid by the petitioner.

Bill of Costs
Examiner $10.00

Witness my hand and seal.

Benson W. Sterling seal
Examiner in Chancery

And thereafter, on the 1st day of December, in the year nineteen hundred and fifty-eight, was filed in Court here, an Order, which said Order is in the words following, to wit:

In the matter of	:	In Equity No. 7398
		In the Circuit Court for
Mayme Turner Laird,	:	Somerset County, Maryland
Incompetent	:	

This cause standing ready for hearing and being submitted by the petitioners, the proceedings were read and considered by the Court.

Whereupon it is ordered this 1st day of December, 1958, by the undersigned, one of the Judges of the Circuit Court for Somerset County, sitting in Equity and by authority of this Court adjudged, ordered and decreed that the petitioners be anf they are hereby authorized and directed to sell the property described in the petitionherein, verified November 3,1958 for the sum of $4,000.00, $3,775.00 of which shall be paid to the petitioners as committee of the person and estate of Mayme Turner Laird, said sum being the entire portion of the purchase price allocated to parcels I and II as described in the petition herein, and $225.00 being the incompetent's share of the purchase price allocated to the parcel of land described in paragraph 4 of the petition herein.

And it further adjudged, ordered and decreed that the petitioners pay the costs of these proceedings.

s/ E. McMaster Duer.
Judge

And thereupon on the 15th day of December, in the year nineteen hundred fifty-eight, was filed in Court here, an Order and a Bond, which said Order and Bond, is in the words following, to wit:

In the matter of	:	In Equity No. 7398
Mayme Turner Laird,	:	In the Circuit Court for
Incompetent	:	Somerset County, Maryland

Application having been made by Iva E. Laird and Lena L. McDorman as committee of Mayme Turner Laird, an incompetent, for permission to sell certain real estate belonging to the incompetent and an order of this Court having been made granting such permission and it appearing in the best interest of the incompetent that the bond of the committee heretofore filed be increased,

It is therefore adjudged, ordered and decreed this 15th day of December, 1958, by the Circuit Court for Somerset County, Maryland, in Equity, that Iva E. Laird and Lena L. McDorman be and they are hereby directed to give bond to the State of Maryland in the sum of $4,000.00 with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such committee,

And it is further adjudged, ordered and decreed that upon the filing of a bond in said sum approved by this Court or the Clerk thereof, the surety on the bond filed herein on April 9th, 1958, be discharged.

s/E. McMaster Duer
Judge

And thereafter, on the fourteenth day of January, in the year nineteen hundred and fifty-nine, was filed in Court here, a First Annual Trustees' Account, which said First Annual Trustees' Account is in the words following, to wit:

EX PARTE	:	In Equity No. 7398 In The Circuit Court for Somerset County, Maryland
IN THE MATTER OF THE ESTATE OF	:	
MAYME TURNER LAIRD, An Incompetent	:	

THE FIRST ANNUAL TRUSTEES' ACCOUNT OF IVA E. LAIRD AND LENA L. MCDORMAN, AS COMMITTEE OF MAYME TURNER LAIRD, AN INCOMPETENT, UNDER ORDER OF COURT DATED April 3, 1958

These accountants charge themselves with the following items collected, viz:

Balance in Account in Marine Bank	$ 2.43
Social Security Administration From May 29, 1958 to Dec. 5, 1958	820.40
Interest on Savings Account to 7/1/58	.77
Share of Proceeds of Sale of house and lot, 12/4/58	3,775.00
ESTATE TO BE ACCOUNTED FOR	$4,598.60

And these accountants crave allowance for the following payments and disbursements, viz:

Coffman-Fisher Company - For clothing purchased by Iva E, Laird for Mayme Turner Laird	$16.39
Carlos Bozman - 1958 taxes on property of incompetent	33.12
Harry C. Lawson - Gutter and labor on property of incompetent	8.28
Wilmer S. Hinman - Labor on house and repairs to roof on property of incompetent	11.00
Bradshaw Hardware Co. - Mdse., paint, roofing, etc. used on property of incompetent	24.60
Eastern Shore Public Service Co. - Electric bills April to October, 1958	12.08

Maxwell McCready - Painting steps of property of incompetent		$ 5.00
Cleaning blankets and dress repairs for Mayme Turner Laird		5.00
Emerson Betts - Cutting grass 26 weeks @ $2.00 week on incompetent's property		52.00
Crisfield Plumbing Co. - Winterising property of incompetent		5.50
Premium on Trustees' Bond for $2,000.00		20.00
Trustees' commissions pursuant to Article 16, Section 199, vis:		
6% on $823.60 income collected	$49.42	
For selling real property	226.00	275.42
TOTAL DISBURSEMENTS		$468.39

Balance of Estate due Ward, vis:

Cash on deposit in The Marine Bank	$4,130.21

Iva E. Laird

Lena L. McDorman
Committee of Estate of Mayme Turner Laird, An Incompetent

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 9th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Iva E. Laird and Lena L. McDorman, Committee of the Estate of Mayme Turner Laird, an Incompetent, and made oath in due form of law that the matters and facts alleged in the aforegoing report and account are true as therein set out to the best of their information, knowledge and belief.

SEAL OF NOTARY

Lula Mae Dize
Notary Public

And thereafter, on the twentieth day of January, nineteen hundred and sixty, was filed in Ccurt here, a 1959 Annual Trustee's Account, which said 1959 Annual Trustee's Account is in the words following, to wit:

EX PARTE	:	In Equity No. 7398
IN THE MATTER OF THE ESTATE OF	:	In the Circuit Court for Somerset County, Maryland
MAYME TURNER LAIRD, An Incompetent	:	

1959 ANNUAL ACCOUNT OF IVA E. LAIRD AND LENA L. MCDORMAN, AS COMMITTEE OF MAYME TURNER LAIRD, AN INCOMPETENT, UNDER ORDER DATED APRIL 3, 1958

These accountants charge themselves with the following items, vis:

Balance on deposit in The Marine Bank of Crisfield as of 12/31/58	$4,130.21
Interest on savings account to 1/1/60	91.34
Social Security Administration January 1959 to December 1959	654.10
ESTATE TO BE ACCOUNTED FOR	$4,875.65

And these accountants crave allowance for the following payments and disbursements, vis:

Maryland Casuality Co. - Premium on trustee's bond No. 92-620049	$30.00	
Lionel Bennett - preparation of annual account and Notary fee paid Mrs. W. Earl Orem	11.00	
Coffman-Fisher Co. - For clothing purchased by Iva E. Laird for Mayme Turner Laird	42.48	

Con't.

Lionel Bennett - Court costs, recording, testimony and auditor's fee as allowed by auditors in account filed 1/21/59	$79.75	
Dept. of Mental Hygine, Eastern Shore State Hospital, Months of June, July, August, September, October and November 1959	766.00	
Maryland Casuality Co. - Renewal of trustee's bond	30.00	
TOTAL DISBURSEMENTS		$ 959.23

Balance of Estate due ward, vis:

Cash on deposit in The Marine Bank of Crisfield $3,916.42

Iva E. Laird

Lena L. McDorman
Committee of Estate of Mayme
Turner Laird, An Incompetent

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 13th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Iva E. Laird and Lena L. McDorman, Committee of the Estate of Mayme Turner Laird, an incompetent, and made oath in due form of law that the matters and facts alleged in the aforegoing report and account are true as therein set out to the best of their information, knowledge and belief.

SEAL OF NOTARY

Lula Mae Dize
Notary Public

And thereafter, on the twenty-second day of September, in the year nineteen hundred and sixty, was filed in Court here, the 1960 Annual and Final Account, which said 1960 Annual and Final Account is in the words following, to wit:

In the Matter of	:	In Equity No. 7398
Mayme Turner Laird,	:	In the Circuit Court for Somerset County, Maryland
Incompetent	:	

The petition of Iva E. Laird and Lena L. McDorman, by Lionel Bennett, their attorney, respectfully represents and shows to this Court as follows:

That petitioners have been acting as Committee of Mayme Turner Laird, an incompetent, under an order of this Court dated April 3, 1958.

That the incompetent died at the Eastern Shore State Hospital, Cambridge, Maryland, on September 8, 1960.

That letters of administration, with the will annexed, on the estate of the incompetent have been issued to Iva E. Laird, and that petitioners have paid the balance remaining in their hands as Committee, as shown on the annexed account, to said administratrix.

Wherefore your petitioners pray for an order ratifying and confirming their account and discharging them as Committee and their surety.

And your petitioners will ever pray.

Iva E. Laird

Lionel Bennett
Attorney for petitioners

Lena L. McDorman

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 23rd day of September, 1960, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Iva E. Laird and Lena L. McDorman, and made oath in due form of law that they have read the foregoing petition, that the same is true to the best of their knowledge and belief.

As witness my hand and notarial seal.

Seal of Notary

Lula Mae Dize
Notary Public

O R D E R

Upon the foregoing petition, it is this 22 day of September, 1960, by the Circuit Court for Somerset County, Maryland, in Equity, ordered, adjudged and decreed that the account of Iva E. Laird and Lena L. McDorman, as Committee of Mayme Turner Laird, an incompetent, be and the same is hereby approved, ratified, and confirmed.

And it is further ordered, adjudged, and decreed that Iva E. Laird and Lena L. McDorman, as Committee of Mayme Turner Laird, an incompetent, and Maryland Casuality Company, surety for said Committee, and they hereby are discharged.

E. McMaster Duer
Judge

And thereafter, on the twenty-second day of September, in the year nineteen hundred and sixty, was filed in Court here, the 1960 Annual and Final Account of Iva E. Laird and Lena L. McDorman, as Committee of Mayme Turner Laird, an Incompetent, under Order dated April 3, 1958, which said 1960 Annual and Final Account of Iva E. Laird and Lena L. McDorman, as Committee of Mayme Turner Laird, an incompetent, under Order dated April 3, 1958, is in the words following, to wit:

EX PARTE	:	In Equity No. 7398 In the Circuit Court for
IN THE MATTER OF THE ESTATE OF	:	Somerset County, Maryland
MAYME TURNER LAIRD, An Incompetent	:	

1960 ANNUAL AND FINAL ACCOUNT OF IVA E. LAIRD AND LENA L. MCDORMAN, AS COMMITTEE OF MAYME TURNER LAIRD, AN INCOMPETENT, UNDER ORDER DATED APRIL 3, 1958

These accountants charge themselves with the following items, vis:

Balance on deposit in The Marine Bank of Crisfield as of 12/31/59		$3,916.42
Interest on savings account to 7/1/60		54.12
Social Security Administration January 1960 to September 1960		493.20
ESTATE TO BE ACCOUNTED FOR		$4,463.74

And these accountants crave allowance for the following payments and disbursements, vis:

Dept. of Mental Hygiene, Eastern Shore State Hospital, Months of January, February, March, April, May, June, July August and September, 1960	$1,049.00	
Lionel Bennett, preparation of 1959 Annual Trustee's account	10.00	
Lionel Bennett, preparation of 1960 and final account of Committee, and preparation of petition and order discharging Committee	25.00	
Trustees' commission pursuant to Article 16, Section 199, vis: 6% on $1,147.30 income collected 1959 and 1960	68.84	
TOTAL DISBURSEMENTS		$1,152.84

Balance of estate due ward, vis:

Cash on deposit in The Marine Bank of Crisfield	$3,310.90

Iva E. Laird

Lena L. McDorman
Committee of estate of Mayme Turner Laird, An Incompetent

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 22nd day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Iva E. Laird and Lena L. McDorman, Committee of the Estate of Mayme Turner Laird, an incompetent, and made oath in due form of law that the matters and facts alleged in the aforegoing report and account are true as therein set out to the best of their information, knowledge and belief.

SEAL OF NOTARY

Lula Mae Dize
Notary Public

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

Per: Grace J. Barnes, Clerk

May Term 1951

Crissie Sterling, Crisfield, Md.
Mabel Landon, Crisfield, Md., and
Gertrude Morgan, Crisfield, Md.

vs.

Theodosia Ward, Crisfield, Md.

Be it remembered that heretofore to wit, on the Twenty-sixth day of June, in the year Nineteen Hundred and Fifty, a certain L. Creston Beauchamp, Attorney of Somerset County and State of Maryland, exhibited and filed in Circuit Court here A Bill of Complaint, which said Bill of Complaint are in the words following, to wit:

Crissie Sterling, Crisfield, Md.
Mabel Landon, Crisfield, Md., and
Gertrude Morgan, Crisfield, Md.

vs.

Theodosia Ward, Crisfield, Md.

No. 6575 Chancery

In The Circuit Court for

Somerset County, Maryland

To the Honorable, the Judge of said Court.

The Bill of Complaint of Crissie Sterling, Mabel Landon and Gertrude Morgan, all adults of Crisfield, Maryland, respectfully represents:

That heretofore a certain William E. Ward, late of Somerset County, Maryland, deceased, was in his lifetime seised and pocessed of certain real estate in the City of Crisfield and in Asbury Election District and in Lawson Election District, all Somerset County, Maryland, as follows:

1. All that lot of land in Crisfield binding on the south side of Main Street and the north side of Broadway which was conveyed to William E. Ward and Fred Ward by A. B. Turpin et al, by deed dated January 28, 1907, recorded among the land records of said Somerset County in Liber No. 44, folio 592;

2. All that lot on the south side of Broadway, in Crisfield, adjoining the lands of W. E. Gibson and the Bakery, conveyed to the said William E. Ward and Fred Ward by L. H. Betts by deed dated August 29, 1914, recorded among said land records in Liber No. 90, folio 336;

3. All that lot of land in Crisfield, north of Broadway and adjoining the land of the Atlantic Gas Co. which was conveyed to the said William E. Ward and Fred Ward by C. P. Lankford, trustee, be deed dated November 7, 1931, recorded among said land records in Liber No. 102, folio 20;

4. All that lot in Crisfield on Broad and Ninth Streets, adjoining the lands of the Bank of Crisfield and A.S. Pruitt, conveyed to the said William E. Ward and Fred Ward by A.L. Hardester et als. by deed dated August 5, 1914, recorded among said land records in Liber No. 67, folio 89;

5. All those two lots in Crisfield on the plat of the north side of of Crisfield as lot four in Block B and lot four in Block 15, conveyed to the said William E. Ward and Fred Ward by the two following deeds:

(1) From Fletcher Cox dated April 10, 1913, recorded among said land records in Liber 102, folio 353; and (2) from John W, Cox dated April 10, 1913, recorded in Liber No. 127, folio 372;

6. All that lot in Lawson Election District, said county and state, adjoining the lands of Somers and Hinman and the Rail Road, and containing 12 1/2 acres, more or less, conveyed to the said William E. Ward and Fred Ward by Carlos Bozman, County Treasurer, by deed dated March 18, 1937, recorded among said records in Liber No. 112, folio 584;

7. All that house and lot in Asbury Election District, said Somerset County, on the country road, adjoining the lands of George H. Miles, Elisha Sterling and W.E. Gibson, and containing 1/2 acre, more or less, conveyed to William E. Ward and Fred Ward by Samuel H. Horsey by deed dated March 10, 1914, recorded in Liber No. 66, folio 102;

The interest of the said Fred Ward in all of the above described lots or parcels of land having been conveyed to the said Willeiam E. Ward by Gertrude Morgan and others by deed dated November 1, 1944, recorded among said land records in Liber No. 131, folio 384;

8. A lot of land in said Asbury Election District on Dulaney Avenue and adjoining the lands of Hettie Gladding and the Asbury Cemetery;

9. A lot of land in said Asbury District on the county road and adjoining the lands of Martin Sterling, Frand Boone and Thomas Tyler, and containing 4 2/3 acres, more or less;

10. A lot of land in said Asbury Election District, adjoining the lands of Wm. C. Sterling, John W. Tyler and Wallace Quinn, and containing 4 1/2 acres, more or less.

That being so seized and possessed, the siad William E. Ward departed this life intestate on or about December 18, , 1949, leaving no children or descendants surviving him, and leaving as his only heirs at law:

His widow, Theodosia Ward, adult, Crisfield, Maryland;

A sister, Crissie Sterling, adult, Crisfield, Maryland;

Two nieces, Mabel Landon and Gertrude Morgan, both adults, and residents of Crisfield, Maryland, only children of a brother, Fred Ward, who died before the said William E. Ward.

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

To the end, therefore,

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

B. That the proceeds from said sale may be distributed among the parties entitled to interests therein, according to their respective interests.

C. That your orators may have such other anf further relief as their case may require.

May it please Your Honor to grant unto your orators the writ of subpoena directed to the said Theodosia Ward, adult, residing in Crisfield, Somerset County, Maryland, commanding her to be and appear in this Court at some certain day to be named therein, to show cause, if any she has, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

L. Creston Beauchamp
Solicitor for plaintiffs

~~And thereafter on the Thirtieth day of August, in the year Nineteen Hundred and Fifty, was filed in Court here a Petition for and Decree Pro Confesso, which said Petition and Decree Pro Confesso are in the words following, to wit:~~

And thereafter, on the same day, it being the Twenty-sixth day of June, in the year Nineteen Hundred and Fifty, a Subpoena was issued for Theodosia Ward, which said Subpoena and its Return is in the words following, to wit:

THE STATE OF MARYLAND

Somerset County, to Wit:

SEAL

To Theodosia Ward

Crisfield, Somerset County, Maryland

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next, and ending fifteen days thereafter, cause your answer or other defense to be filed to the complaint of against you exhibited in the Circuit Court, for Somerset County.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable W. Laird Henry, Jr., Chief Judge of the First Judicial Court of Maryland, the 1st day of May, Nineteen Hundred and Fifty.

Issued the 26th day of June, 1950.

TO THE DEFENDANT(S)

You are required to file your answer or other defense in the Clerk's Office, Princess Anne, Maryland, within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor(s) for Complainant(s)

Name L. Creston Beauchamp

Address Princess Anne, Md.

Benjamin L. Barnes
Clerk.

RETURN: "Summoned and copy of Subpoena and Bill left with defendant 6/29/50."

Sheriff
Frank H. Ward Deputy Sheriff

And thereafter, on the seventeenth day of July, in the year Nineteen Hundred and Fifty, was filed in Court here the Stipulation of Theodosia Ward, the Defendant, which said Stipulation is in the words following, to wit:

Crissie Sterling, Mabel Landon,	:	No. 6575 Chancery In the Circuit Court for Somerset County, Maryland
and Gertrude Morgan	:	
vs	:	
Theodosia Ward	:	

: : : : : : : : : :

It is hereby stipulated that the time for the defendant to answer or otherwise move with relation to the bill of complaint herein is extended to and including the 22nd day of August, 1950.

Dated: July1, 1950

L. Creston Beauchamp
Attorney for Plaintiffs

Jul 14 1950

And thereafter on the Thirtieth day of August, in the Year Nineteen Hundred and Fifty, was filed in Court here a Petition for and Decree Pro Confesso which said Petition and Decree Pro Confesso are in the words following, to wit:

Crissie Sterling and others * No. 6575 Chancery
vs. * In the Circuit Court for
Theodosia Ward * Somerset County, Maryland
****

To the Honorable, the Judge of said Court:

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

That Theodosia Ward, the defendant herein, Has been duly summoned to appear to the bill of complaint filed in this cause, and she has failed to appear to or answer said bill, within the time required by the rules of this Court, or within the extended time mentioned in the stipulation filed herein.

The plaintiff, therefore, pray the Court pass a decree Pro Confesso against the said adult non-appearing and non-answering defendant, Theodosia Ward, and also to pass an order to take testimony in said cause.

And as in duty bound, etc.

L. Creston BeauChamp
Solicitor for Plaintiff

It appearing in the above entitled cause that the adult defendant, Theodosia Ward, has been duly summoned to appear to the bill of complaint herein, and it further appearing that the extended time for filing an answer has passed, and the defendant failed to appear or answer the bill of complaint filed herein;

It is, thereupon, this 30th day of August, 1950, upon the aforegoing petition, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the bill of complaint in the above cause be and the same is hereby taken pro confesso against the said Theodosia Ward, the adult non-appearing and non-answering defendant.

And it is further ordered that the plaintiff have leave to take testimony before one of the standing examiners of this Court.

Edmond H. Johnson
Judge

And thereupon, on this Sixth day of September, in the year Nineteen Hundred and Fifty, the following Appearance was filed in Court here, which said Appearance are in the words following, to wit:

Crissie Sterling, Mabel Landon, : No. 6575 Chancery
and Gertrude Morgan : In the Circuit Court for
vs. : Somerset County, Maryland
Theodosia Ward :

::::::::::::::::::::::

Mr. Clerk:

Please enter my appearance for the defendant herein.

Yours, etc.,

Lionel Bennett
Solicitor for the defendant
Office and P.O. Address
Crisfield, Maryland

I hereby certify that on this 5th day of September, 1950, the foregoing appearance was served on L. Creston Beauchamp, attorney for the plaintiffs herein, by mailing a copy thereof by ordinary mail addressed to him at Princess Anne, Maryland, that being the address designated by him as his business address.

Lionel Bennett
Attorney for defendant

And thereafter, on the Nineteenth day of September, in the year Nineteen Hundred and Fifty, was filed in Court here, a Stipulation and Answer by and between Attorneys, which said Stipulation and Answer is in the words following, to wit:

Crissie Sterling, Mabel Landon and Gertrude Morgan

vs.

Theodosia Ward

No. 6575 Chancery
In the Circuit Court for Somerset County, Maryland

STIPULATION

It is hereby stipulated by and between the attorneys for the respective parties hereto that the decree pro confesso herein made August 30, 1950, be struck out and that the defendant be permitted to file her answer herein, the original of which is hereto annexed and that an order to that effect may be entered by either party without notice to the other.

Dated September 7, 1950

L. Creston Beauchamp
Attorney for plaintiffs

Lionel Bennett
Attorney for defendant

ORDER OF COURT

Upon the annexed stipulation an answer hereto annexed it is thereupon this 18th day of September, 1950,

ORDERED by the Circuit Court for Somerset County, Maryland that the decree pro confesso against the defendant, Theodosia Ward, be and it is hereby striken out, and the clerk of the said Court is hereby authorized and directed to file the annexed answer.

Edmond H. Johnson
Judge

Crissie Sterling, Mabel Landon and Gertrude Morgan

vs

Theodosia Ward

No. 6575 Chancery
In the Circuit Court for Somerset County, Maryland

ANSWER OF DEFENDANT

To the Honorable, the Judges of said Court:

Theodosia Ward, by Lionel Bennett, her attorney, for her answer to the bill of complaint filed by the plaintiffs herein, respectfully shows:

1. That she admits the allegations contained in the said bill of complaint.

2. That she consents to the passage of such decree as may be proper in the premises.

And as in duty bound, etc.

Lionel Bennett
Attorney for defendant
Office & P.O. Address
Crisfield, Maryland

And afterwards to wit, on the Twenty-fifth day of September, in the year Nineteen Hundred and Fifty, was filed in Circuit Court here, A Petition of Theodosia Ward, which said Petition of Theodosia Ward, are in the words following, to Wit:

Crissie Sterling, Mabel Landon and Gertrude Morgan

vs.

Theodosia Ward

No. 6575 Chancery
In the Circuit Court for Somerset County, Maryland

PETITION OF THEODOSIA WARD

To the Honorable, the Judges of said Court:

Theodosia Ward, by Lionel Bennett, her attorney, respectfully shows:

1. That heretofore, in these proceedings, the defendant, Theodosia Ward has filed an answer consenting to the passage of such decree as may be proper in the premises pursuant to the stipulation and the order of the Court filed herein.

2. That the petitioner is advised and therefore alleges that the plaintiffs will be actively interested in purchasing the aforesaid premises at the lowest price possible at the sale of the premises to be had herein.

3. That it is to the interest of your petitioner that said premises bring the highest price obtainable at said sale.

4. That your petitioner believes and therefore alleges that the interest of the plaintiffs and the defendant in the sale of these premises is adverse and since your petitioner is the owner of an undivided one-half interest in all of the property to be sold herein, she desires to have her counsel appointed co-trustee with the counsel for plaintiffs in the event that the Court should decree a sale of the said premises for the purpose of partition.

WHEREFORE your petitioner prays this Honorable Court that Lionel Bennett be appointed co-trustee with such other trustee or trustees as may be appointed to conduct the aforesaid sale of said property.

And as in duty bound, etc.

Lionel Bennett
Attorney for defendant
Office and P.O. Address
Crisfield, Maryland

I hereby certify that on this 20th day of September, 1950, the foregoing appearance was served on L. Creston Beauchamp, attorney for the plaintiffs herein, by mailing a copy thereof by ordinary mail addressed to him at Princess Anne, Maryland, that being the address designated by him as his business address.

Lionel Bennett
Attorney for defendant

And thereafter on the Ninth day of December, in the year Nineteen Hundred and Fifty, Depositions were filed in Court here, which said Depositions is in the words following, to wit:

Crissie Sterling, Mabel Landon	:	No. 6575 Chancery
and Gertrude Morgan	:	In the Circuit Court for Somerset County, Maryland
vs.	:	
Theodosia Ward	:	

: : : : : : : : : : : : : :

In this cause an order having been passed for testimony to be taken to support the allegations of the bill, I Benson W. Sterling, 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 November, 1950, in Somerset County aforesaid, I did take the following testimony, to wit:

EXAMINATION BY MR. L. CRESTON BEAUCHAMP

H. Parker Tull, a witness of lawful age, produced on the part of the plaintiff, being duly sworn, deposes and says:

Q. Please state your name and residence.
A. My name is H. Parker Tull, and I reside on Main Street, Crisfield, Maryland

Q. You are a member of the Finance Committee of The Marine Bank of Crisfield?
A. Yes.

Q. Is it part of your duties as a member of that committee to appraise real estate in and near Crisfield, Maryland, for the purpose of determining the value of property for The Marine Bank of Crisfield?
A. It is.

Q. Did you know William E. Ward during his lifetime? If so, is he living or dead and if dead, did he or not die testate?
A. I knew Mr. Ward. He is dead. He died about a year ago, and he did not leave a will.

Q. What, if any, real property did Mr. Ward leave at his death and the value and location of it?
A. He left the follwing property: building on Main Street occupied by Peyton's Drug Store and B.B.M. Shoe Store of the value of $11,500.00; building on Main Street occupied by a Paint Store, a dress shop, and a tile building in the rear of the value of $8,000.00; land and building on Broadway of the value of $750.00; land and building occupied by Bud Coulbourne on Broadway of the value of $2,000.00; crab house on Broad Street occupied

by Hance Dize of the value of $350.00; lot on Broadway adjoining the Bakery of the value of $200.00; lot on 9th and Broad Street of the value of $150.00; 12 acres of cleared land in Lawson's District neat the gas plant of the value of $420.00; one-half acre of land in Freeman Town on which there is a dwelling of the value of $600.00; four and two-thirds acres of land in Brydtown of the value of $150.00; and four and one-half acres of marsh land in Byrdtown of the value of $45.00.

Q. What is the total value of all these properties?
A. The total value is $24,165.00.

Q. Can this property be divided equally among the heirs, or would it have to be sold and the proceeds be divided?
A. No, sir.

COURT'S QUESTION:
A. No, sir.

H. Parker Tull

Benson W. Sterling

Gertrude Morgan, a witness of Lawful age, produced on the part of the plaintiff, being duly sworn, deposes and says:

Q. Please state your name, age, residence, and occupation.
A. My name is Gertrude Morgan, I am 47 years of age, I reside at Crisfield, Maryland, R.F.D. and I am a schoolteacher.

Q. Did you know William E. Ward in his lifetime? If so, is he living or dead and did he not die testate?
A. William E. Ward was my uncle. He died in December, 1949, and did not leave any last will and testament.

Q. Please state what heirs he left.
A. He left his widow, Aunt Theodosia Ward; a sister, Aunt Crissie Sterling; and my sister, Mabel Landon; and myself. He left also the two children of Fred Ward, his deceased brother.

Q. Can you state what property he left?
A. I know that he owned considerable property in and around Crisfield including the lot on Main Street which has the Peyton's Drug Store, B.B.H. Shoe Store, Hardester's Paint Store and a ladies shop and also the back store of these buildings in which he conducted a wholesale business. Then he owned a house in Freeman Town and two houses on Broadway, and he owned 4 1/2 acres of vacant land in Asbury and also about 12 1/2 acres of woodland in Lawson's District.

Q. Can you say whether or not in your opinion it would be possible to divide this land equally among those entitled to it or would it be necessary that the property be sold and the proceeds of the property be divided?
A. The property could not be divided equally among the heirs and will have to be sold and the proceeds divided.

COURT'S QUESTION:
A. Nothing further.

Gertrude W. Morgan

Benson W. Sterling

There being no further witnesses 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.

Benson W. Sterling seal
Examiner in Chancery

And thereafter, on the Thirteenth day of December, Nineteen Hundred and Fifty, was filed in Court here, a Decree, which said Decree , is in the words following, to wit:

Crissie Sterling, Gertrude Morgan and Mabel Landon

vs.

Theodosia Ward

No. 6575 Chancery

In the Circuit Court for Somerset County, Maryland.

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

It is thereupon, this 13th day of December, 1950, 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 Lionel Bennett and L. Creston Beauchamp be and they are hereby appointed trustees to make such sale, the course and manner of said proceedings to be as follows: They shall first file in the office of the Clerk of the Circuit Court a bond to the state of Maryland, executed by themselves and a corporate surety to be approved by the said Clerk in the penalty of twenty-five thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree or that may be reposed in them by any future decree or order in the premises; they shall then proceed to make sale of said real estate, having given at least three weeks notice inserted in some newspaper printed in said Somerset County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be cash on the day of the sale.

And as soon as may be convenient after any such sale, the trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on the ratification of such sale by this Court and on the payment of the entire purchase money, and not before, the said trustees by good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchasers of said property, to his, her or their heirs, the property to him, her or them sold, free, clear and discharged of all claims of the parties to this cause, and of any person or persons claiming by, from or under them. And the siad trustees shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of suit and such commissions to the said trustees as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And it is further ordered that at the time of advertising said sale the said trustees shall notify all persons having claims against the estate of William Ward, late of Somerset County, deceased, to file the same, properly vouched for, with the Clerk of the Court within sixty days from the date of said sale.

Levin C. Bailey
Judge.

And thereafter, on the Twenty-first day of February, Nineteen Hundred and Fifty-one, a Printer's Certificate of Notice of Sale was filed in Court here, which said Printer's Certificate of Notice of Sale are in the words following, to wit:

Crisfield, Md., Feb.15,1951

This is to certify that the annexed TRUSTEE'S SALE has been published in the Crisfield Times, a weekly newspaper published in Somerset County, Maryland, according to the terms and requirements contained in said TRUSTEE'S SALE for four weeks beginning with the issue of Jan. 19, 1951 and ending Feb. 9, 1951

E. L. Te --------
Publisher, THE CRISFIELD TIMES

TRUSTEES' SALE of VALUABLE STORE PROPERTIES On The Main Street in Crisfield, Maryland

AND OTHER PROPERTIES

By virtue of the decree of the Circuit Court for Somerset County, Maryland, in Equity passed in a cause in which Crissie Sterling and others are plaintiffs and Theodosie Ward is defendant, the same being No. 6575 on the Chancery Docket of said Court, the undersigned trustees named in said decree will sell at public auction in front of the Post Office in Crisfield, Maryland, on

SAT., FEB. 10, 1951

at or about the hour of 1:30 o'clock P.M., all the several lots or parcels of land in Somerset County, Maryland, described as follows:

(1) All that house and lot in Asbury Election District, said county and state, on the county road and adjoining the land of George H. Miles, Elisha Sterling and W.E. Gibson and containing

one-half acre, more or less, which was conveyed to William E. Ward and Fred Ward by Samuel H. Horsey by deed dated March 10, 1914, recorded among the land records of said Somerset County in Liber No. 66, folio 102.

(2) All that tract of land in Lawson Election District, said County and state, on the railread and adjoining the lands of Somers and Hinman, and containing twelve and one-half acres, more or less, which was conveyed to William E. Ward and Fred Ward by Carlos Bozman, county treasurer by deed dated March 18, 1937, recorded among said land records in Liber No. 112, folio 584.

(3) All those two lots in the city of Crisfield, said county and state, laid out on the plat of the north side of Crisfield as lot No. 4 in Block B and lot No. 4 in Block 15, conveyed to William E. Ward and Fred Ward by the two following deeds: (1) from Fletcher Cox, dated April 10, 1913, recorded among said land records in Liber No. 102, folio 353, and (2) from John W. Cox, dated April 10, 1913, recorded among said land records in Liber No. 127, folio 372.

(4) All that lot of land in the city of Crisfield, situate on Braod and Ninth Streets, adjoining the lands of the Bank of Crisfield and A.S.Pruitt, conveyed to William E. Ward and Fred Ward by A.L.Hardester and others by deed dated August 5, 1914, recorded among said land records in Liber No. 67, folio 89.

(5) All that lot of land on the south side of Broadway in the city of Crisfield, said county and state, known as the Election House Lot, adjoining the lands of W.E.Gibson and the Bakery, conveyed to William E. Ward and Fred Ward by L.H. Betts by deed dated August 29, 1914, recorded among said land records in Liber No. 90, folio 630.

(6) All that house and lot in the city of Crisfield, said county and state, north of Broadway and adjoining the land of the Atlantic Gas Co. and fronting 66.3 feet on Broadway, conveyed to William E. Ward and Fred Ward by C.P.Lankford, trustee, by deed dated November 7, 1931, recorded among said land records in Liber No. 102, folio 20.

(7) All that house and lot on the north side of Broadway, in the city of Crisfield, said county and state, and fronting 41.87 feet on said Broadway, beginning at an iron pipe on the north side of the sidewalk and the southeast corner of the lot described in the above paragraph, running in a northerly direction, north 8 d. 33 minutes east 104.7 feet to another iron pipe; thence, north 81 d. 27 minutes west 41.5 feet to another iron post; thence, south 8 d. 33 minutes west 110.38 feet to another iron post on the north side of Broadway; thence in an easterly direction, by and with said sidewalk, 41.87 feet to the place of beginning, and being part of the land which was convered to William E. Ward and Fred Ward by A.B.Turpin and others by deed dated January 28, 1907, recorded among said land records in Liber No. 14, folio 592.

(8) All that lot of land in the city of Crisfield, on the north side of Broadway, beginning at an iron post on the north side of Broadway sidewalk and at the southeast corner of the land hereby described and at the southwest corner of the lot described in the above paragraph; thence, north 8 d. 33 minutes east 110.38 feet to an iron post; thence, north 81 d. 27 minutes west 40.57 feet to an iron pipe; thence, south 8 d. 4 minutes west 115.73 feet to an iron pipe on the north side of said sidewalk; thence, by and with said sidewalk in an easterly direction 38.73 feet; being a part of the land which was conveyed to William E. Ward and Fred Ward by A.B. Turpin by deed dated January 28, 1907, recorded among said land records in Liber No. 44, folio 592.

(9) All that lot and building in the city of Crisfield, said county and state, where the said William E. Ward conducted a wholesale business, beginning at the southeast corner of a ten foot right of way running south from Main Street by the west side of the Suburban Propane Gas Corporation; thence north 81 d. 27 minutes west 41.5 feet to an iron pipe; thence, south 8 d. 33 minutes west 83 feet to another iron post; thence, south 81 d. 27 minutes east 41.5

feet to another iron post; thence, north 8 d. 33 minutes east 83 feet to the place of beginning; together with a right to the use of the said right of way leading south from said Main Street and running along the north end of the lot herein described; it being a part of the land which was conveyed to William E. Ward and Fred Ward by A.B. Turpin by deed dated January 28, 1907,. recorded among said land records in Liber No. 44, folio 592.

(10) All that lot of land in Crisfield, said county and state, improved by a two story brick store building, beginning on the south side of Main Street at the northeast corner of a lane or alley running between the property herein described and that of the Propane Gas Corporation at a spot marked by a cross mark chipped on the existing cement sidewalk; thence, by and with said lane or alley, south 8 d. 33 minutes west 144 feet to an iron pipe; thence north 81 d. 27 minutes west 41.5 feet to another iron pipe; thence, north 8 d. 33 minutes east 144.42 feet to a cross mark chipped on the sidewalk of Main Street, thence, by and with said sidewalk, south 80 d. 52 minutes east 41.5 feet to the place of beginning; this lot is subject to the use of the right of way or alley across the east and south sides of said lot for the use of the Stucco and Tyle Building in the rear and the three story brick building lot on the west; and is also subject to the use and support of the party wall on the west side by the adjoining three story trick building; being a part of the land which was conveyed to Willian E. Ward and Fred Ward by A.B.Turpin by deed dated January 28, 1907, recorded among said land records in Liber No. 44, folio 592.

(11) All that lot or parcel of land in the city of Crisfield, said county and state, improved by a three story brick building thereon, beginning at a cross mark chipped in the sidewalk on the south side of Main Street at the northwest corner of said building; thence by and with said sidewalk, south 80 d. 52 minutes east 41.3 feet to another cross mark in said sidewalk; thence, south 8 d. 33 minutes west 226.58 feet to an iron pipe; thence North 81 d. 27 minutes west 40.57 feet to an iron pipe; thence, north 8 d. 04 minutes east 227.84 feet to the place of beginning, together with a right of way over the lane or alley leading south from the west side of Main Street along the east and south sides of the two story brick building on the east side of the lot herein described; and with the right to the use and support of the party wall now existing between the building herein described and said two story building; being a part of the land which was conveyed to William E. Ward and Fred Ward by A.B. Turpin by deed dated January 28, 1907, recorded among said land records in Liber No. 44, folio 592.

The interest of the said Fred Ward in all the above described lots or parcels of land having been conveyed to the said William E. Ward by Gertrude Morgan and others by deed dated November 1, 1944, recorded among the land records of Said Somerset County in Liber No. 131, folio 384.

(12) All that lot of land in Asbury Election District, said county and state, on Dulaney Avenue, and adjoining the lands of Hettie Gladding and the Asbury Cemetery.

(13) All that lot of land in Asbury Election District, said county and state, on the county road and adjoining the land of Martin Sterling, Frank Boone, and Thomas Tyler and containing four and two-thirds acres, more or less.

(14) All that lot of land in Asbury Election District, said county and state, adjoining the lands of William C. Sterling, John W. Tyler, and Wallace Quinn and containing four and one-half acres, more or less.

A plat of the above described store property can be seen by calling on either of the trustees; and all information regarding the occupancy of said buildings herein described, in the possession of the trustees, will be freely given to anyone inquiring.

TERMS OF SALE: - Cash on the day of sale as prescribed by said decree.

L. CRESTON BEAUCHAMP

LIONEL BENNETT,

Trustees.

All persons having claims against the estate of William E. Ward, late of Somerset County, Maryland, deceased, are hereby notified to file the same properly authenticated with the Clerk of the Circuit Court for Somerset County, Maryland, on or before April 16th of 1951.

L. CRESTON BEAUCHAMP

LIONEL BENNETT

Trustees.

And thereafter, on the Twenty-first day of February, Nineteen Hundred and Fifty-one, a Report of Sale was filed in Court here, which said Report of Sale are in the words following, to wit:

Crissie Sterling et al.,
Plaintiffs

vs.

Theodosia Ward
Defendant

No. 6575 Chancery
In the Circuit Court for
Somerset County, Maryland

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of L. Creston Beauchamp and Lionel Bennett, trustees, appointed by this Court by an order herein dated Dec. 13, 1950, respectfully represents to your Honors that after giving bond with security approved by the Clerk of this Court for the faithful per formances of the trust so repose in them by said order, and having given at least three weeks notice of the time, place, manner and terms of sale by advertisement in the Crisfield Times, a weekly newspaper published in the City of Crisfield, Somerset County, Maryland, for three successive weeks before the day of the sale, they did pursuant to said notice attend in front of the Post Office in Crisfield, Maryland on the tenth day of February, 1951 at one thirty o'clock in the afternoon and then and there proceeded to sell the property described in the bill of complaint, to wit:

PARCEL I

All that house and lot in Asbury Election District, said county and state, on the county road and adjoining the land of George H. Miles, Elisha Sterling and W.E. Gibson and containing one-half acre, more or less, which was conveyed toWilliam E. Ward and Fred Ward by Samuel H. Horsey by deed dated March 10, 1914, recorded among the land records of said Somerset County in Liber No. 66, folio 102.

PARCEL II

All that tract of land in Lawson Election District, said county and state, on the railroad and adjoining the lands of Somers and Hinman, and containing twelve and one-half acres, more or less, which was conveyed to William E. Ward and Fred Ward by Carlos Bosman, county treasurer, by deed dated March 18, 1937, recorded among said land records in Liber No. 112, folio 584.

PARCEL V

All that lot of land on the south side of Broadway in the City of Crisfield, said county and state known as the Election House Lot, adjoining the lands of W. E. Gibson and the Bakery, conveyed to William E. Ward and Fred Ward by L.H. Betts by deed dated August 29, 1914, recorded among said land records in Liber No. 90, folio 630.

PARCEL VI

All that house and lot in the City of Crisfield, said county and state, north of Broadway and adjoining the land of the Atlantic Gas Co. and fronting 66.3 feet on Broadway, conveyed to William E. Ward and Fred Ward by C. P. Lankford, trustee, by deed dated November 7, 1931, recorded among the land records in Liber No. 102, folio 20.

PARCEL VII

All that house and lot on the north side of Broadway, in the City of Crisfield, said

county and state, and fronting 41.87 feet on said Broadway, beginning at an iron pipe on the north side of the sidewalk and the southeast corner of the lot described in the above paragraph, running in a northerly direction, north 8° 33' east 104.7 feet to another iron pipe; thence, north 81° 27' west 41.5 feet to another iron post: thence, south 8° 33' west 110.38 feet to another iron post on the north side of said Broadway: thence, in an easterly direction, by and with said sidewalk, 41.87 feet to the place of beginning, and being part of the land which was conveyed to William E. Ward and Fred Ward by A.B. Turpin and others by deed dated January 28, 1907, recorded among said land records in Liber No. 14, folio 592.

PARCEL VIII

All that lot of land in the City of Crisfield, on the north side of Broadway, beginning at an iron post on the north side of the Broadway sidewalk and at the southeast corner of the land hereby described and at the southwest corner of the lot described in the above paragraph: thence, north 8° 33' east 110.38 feet to an iron post; thence, north 81° 27' west 40.57 feet to an iron pipe; thence, south 8° 4' west 115.73 feet to an iron pipe on the north side of said sidewalk; thence, by and with said sidewalk; in an easterly direction 38.73 feet; being a part of the land which was conveyed to William E. Ward and Fred Ward by A.B. Turpin by deed dated January 28, 1907, recorded among said land records in Liber No. 44, folio 592.

PARCEL IX

All that lot and building in the City of Crisfield, said county and state, where the said William E. Ward conducted a wholesale business, beginning at the southeast corner of a ten foot right of way running south from Main Street by the west side of the Suburban Propane Gas Corporation; thence, north 81° 27' west 41.5 feet to an iron pipe; thence, south 8° 33' west 83 feet to another iron post; thence, south 81° 27' east 41.5 feet to another iron post, thence north 8° 33' east 83' to the place of beginning; together with a right to the use of the said right of way leading south from said Main Street and running along the north end of the lot herein described; it being a part of the land which was conveyed to William E. Ward and Fred Ward by A.B.Turpin by deed dated January 28, 1907, recorded among said land records in Liber No. 44, folio 592.

PARCEL X

All that lot of land in Crisfield, said county and state, improved by a two story brick store building, beginning on the south side of Main Street at the northeast corner of a lane or alley running between the property herein described and that of the Propane Gas Corporation at a spot marked by a cross mark chipped on the existing cement sidewalk; thence, by and with said lane or alley, south 8° 33' west 144 feet to an iron pipe; thence, north 81° 27' west 41.5 feet to another iron pipe; thence, north 8° 33' east 144.42 feet to a cross marked chipped on the sidewalk of Main Street, thence, by and with said sidewalk, south 80° 52' east 41.5 feet to the place of beginning; this lot is subject to the use of the right of way or alley across the east and south sides of said lot for the use of the Stucco and Tyle Building in the rear and the three story brick building lot on the west; and is also subject to the use and support of the party wall on the west side by the adjoining three story brick building; being a part of the land which was conveyed to William E. Ward and Fred Ward by A.B. Turpin by deed dated January 28, 1907, recorded among said land records in Liber No. 44, folio 592.

PARCEL XI

All that lot or parcel of land in the City of Crisfield, said county and state, improved by a three story brick building thereon beginning at a cross mark chipped in the sidewalk on the south side of Main Street at the northwest corner of said building; thence, by and with said sidewalk, south 80° 52' east 41.3 feet to another cross mark in said sidewalk; thence, south 8° 33' west 226.58 feet to an iron pipe; thence, north 81° 27' west 40.57 feet to an iron pipe; thence, north 8° 04' east 227.84 feet to the place of beginning, together with a right

of way over the lane or alley leading south from the west side of Main Street along the east and south sides of the two story brick building on the east side of the lot herein described; and with the right to the use and support of the party wall now existing between the building herein described and said two story building; being a part of the land which was conveyed to William E. Ward and Fred Ward by A.B.Turpin by deed dated January 28, 1907, recorded among said land records in Liber No. 44, folio 592.

The interest of the said Fred Ward in all the above described lots or parcels of land having been conveyed to the said William E. Ward by Gertrude Morgan and others by deed dated November 1, 1944, recorded among the land records of Said Somerset County in Liber No. 131, folio 384.

PARCEL XII

All that lot of land in Asbury Election District, said county and state, on Dulaney Avenue, and adjoining the lands of Hettie Gladding and the Asbury Cemetery.

PARCEL XIII

All that lot of land in Asbury Eleetion District, said county and state, on the county road and adjoining the land of Martin Sterling, Frank Boone, and Thomas Tyler and containing four and two thirds acres, more or less.

PARCEL XIV

All that lot of land in Asbury Election District, said county and state, adjoining the lands of William C. Sterling, John W. Tyler and Wallace Quinn and containing four and one-half acres, more or less.

And sold the same as follows:

Parcel I to A. Earl Dize for six hundred seventy five dollars ($675.00).

Parcel II to A. Wellington Tawes for twelve hundred dollars ($1200.00).

Parcel V to Walter K. Rice for two hundred seventy five dollars ($275.00).

Parcel VI to T. Edward Webb for fifteen hundred dollars ($1500.00).

Parcel VII to T. Edward Webb for nine hundred fifty dollars ($950.00).

Parcel VIII to T. Edward Webb for three hundred dollars ($300.00).

Parcel IX to Orin W. Sterling and Charlotte A. Sterling for twelve hundred dollars ($1200.00).

Parcel X and XI were first offered separately and then together, the trustees announcing that these two parcels would be sold to the bidder or bidders in the manner which brought the highest price. On the separate offering, the highest bid for Parcel X was made by A. L. Hardester in the sum of ten thousand five hundred dollars ($10,500.00) which said bid was reserved by the auctioneer. The highest bid for Parcel XI was made by T. Edward Webb in the sum of twenty two thousand dollars ($22,000.00) which said bid was reserved by the auctioneer. When offered together these two parcels were sold to T. Edward Webb for thirty six thousand five hundred dollars ($36,500.00) that being the highest price offered for these two parcels.

Parcel XII to G.E. Maddrix for sixty dollars ($60.00).

Parcel XIII to Ed Thornton for two hundred twenty five dollars ($225.00).

Parcel XIV to Wilmer Lawson for four hundred twenty five dollars ($425.00).

They being then and there the highest bidders therefore and the purchasers have complied with the terms of sale.

As to Parcels III and IV, the trustees report that by virtue of a mistake in the published description of Parcel III, it was announced by the trustees that it was thought to be the property described in the notice of sale as Parcel IV and that Parcel IV was thought to be the property described as Parcel III. That such announcement was incorrect and was relied upon by several bidders and the purchasers of Parcel IV who

thought they were bidding on property attempted to be described as Parcel III in the Notice of Sale. That the trustees will srbmit a petition to this Court together with this report of sale praying for an order permitting them to resell Parcel III and IV after due and proper notice.

The highest bid on Parcel III was $250.00 made by Charles W. Howeth. The highest bid on Parcel IV was $575.00 made by Hance Dise and Walter Ward.

Respectfully submitted,

L. Creston Beauchamp, trustee

Lionel Bennett, trustee

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 21st day of February, 1951, before me the subscriber'a notary public of the State of Maryland in and for Somerset County personally appeared L. Creston Beauchamp and Lionel Bennett, trustees named in the aforegoing report of sale, and made oath in due form of law that the matters and things therein stated are true to the best of their knowledge and belief and that the sale therein mentioned and reported was fairly made.

As witness my hand and notarial seal the day and year first above written.

Benjamin L. Barnes
Clerk

And thereafter, on the twenty-first day of February, Nineteen Hundred and Fifty-one, a Petition and Order for Re-Sale was filed in Court here, which said Petition and Order for Re-Sale are in the words following, to Wit:

Crissie Sterling and others	:	No. 6575 Chancery
	:	In the Circuit Court for
vs.	:	Somerset County, Maryland
Theodosia Ward	:	

: : : : : : : : : : : : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of Lionel Bennett and L. Creston Beauchamp, trustees in the above cause, respectfully represents:

(1) That as trustees they sold the property mentioned in the bill of complaint in the above cause and have reported the sale to this Court, with the exception of Lots Nos. 3 and 4 in the advertisement, the sale of which said lots was not mentioned in the trustees report of sale.

(2) That Lot No. 3 was advertised as "All those two lots in the city of Crisfield, said county and state, laid out on the plat of the north side of Crisfield as Lot No. 4 in Block B and Lot No. 4 in Block 15, conveyed To William E. Ward and Fred Ward by the two following deeds: (1) from Fletcher Cox, dated April 10, 1913, recorded among said land records in Liber No. 102, folio 353, and (2) from John W. Cox, dated April 10, 1913, recorded among said land records in Liber No. 127, folio 372"; and Lot No. 4 was advertised as "All that lot of land in the city of Crisfield, situate on Broad and Ninth Streets, adjoining the lands of the Bank of Crisfield and A.S. Pruitt, conveyed to William E. Ward and Fred Ward by A.L. Hardester and others by deed dated August 5, 1914, recorded among said land records in Liber No. 67, folio 89";

(3) That when Lot No. 3 was being sold by the auctioneer, Hance L. Dise and Walter Ward started to bid on said property as they thought it was the property on which was located the crab house in which they had been doing business for the past several years; that they were informed that the property was not the property on which the crab house in which they were interested was located, but that the said crab house was on Lot No. 4. That your petitioners knew the said Hance Dise and Walter Ward were interested in buying the property on which the

particular crab house was located and made inquires from several of the residents of Crisfield who were at the sale and were informed that the crab house was located on Lot No. 4 and not on Lot No. 3; that they so advised Hance Dize and Walter Ward; that thereupon, the said Hance L. Dize and Walter Ward stopped bidding on Lot No. 3 and that said Lot No. 3 was sold by the auctioneer to Charles W. Howeth for the sum of $250; that the said Hance Dize and Walter Ward then bid on Lot No. 4 as the lot containing the said crab house and in which they were interested and purchased said Lot No. 4 at and for the sum of $575; that the said Hance Dize and Walter Ward paid the purchase price for the lot they purchased immediately after the conclusion of the sale, thinking that they had purchased the lot on which was located the house they had been using for shedding crabs for quite a number of years.

(4) Your petitioners allege that the mistake in the matter between the said Hance Dize and Walter Ward was caused by information received from people at the sale, including your trustees, and that the said Hance Dize and Walter Ward purchased for the sum mentioned a property entirely different from the one they wanted to purchase and the property is to them of no value at all and is of no use to them; whereas, the Lot No. 3 which was purchased by Charles W. Howeth is worth several times as much money as it brought at the sale due to the fact that the people generally at the sale were mistaken as to the idenity of the lots.

Your petitioners feel that in justice to the owners of the property, to the said Hance Dize and Walter Ward and to the trustees themselves, these two pieces of property should be re-advertised and sold again at public sale after having given the proper notice thereof.

May it please your Honor to pass an order directing the said Lionel Bennett and L. Creston Beauchamp, the trustees mentioned in the said bill, to re-advertise lots Nos. 3 and 4, described above and sell the same at public auction in Crisfield, after having complied with the terms of the decree heretofore filed in this cause.

And as in duty bound, etc.

L. Creston Beauchamp

Lionel Bennett
Trustees of Petitioners

Upon the foregoing petition, it is this 21st day of February, 1951, by the Circuit Court for Somerset County, Maryland, in Equity, adjudged, ordered and decreed that the sale of Lots Nos. 3 and 4, as described above in the petition, is hereby reeinded and declared null and void; and that the said trustees are directed, authorized and empowered to re-advertise the said two parcels of land and sell the same at public sale as authorized in the decree heretofore filed in this cause.

Levin C. Bailey
Judge.

And thereafter, on the Seventh day of March, Nineteen Hundred and Fifty-one, a Petition and Order, was filed in Court here, which said Petition and Order are in the words following, to wit:

Crissie Sterling, et al	:	No. 6575 Chancery
vs.	:	In the Circuit Court for
Theodosia Ward	:	Somerset County, Maryland

: : : : : : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of Charles W. Howeth and Robert Howeth, by Prentiss W. Evans, their attorney, respectfully represents:

I

That on February 10, 1951, they purchased at a fair public sale Parcel Three (3) of the real estate herein, which said parcel of real estate was described in said advertisement of

sale as follows:-

"All those two lots in the city of Crisfield, said county and state, laid out on the plat of the north side of Crisfield as Lot No. 4 Block B and lot No. 4 in Block 15, conveyed to William E. Ward and Fred Ward by the two following deeds:
(1) from Fletcher Cox, dated April 10, 1913, recorded among said land records in Liber No. 102, folio 353, and (2) from John W. Cox, dated April 10, 1913, recorded among said land records in Liber No. 127, folio 372".

II

That they fully understood what they were purchasing from the plat and deed references contained in said advertisement and they paid the Trustees herein the sum of Two Hundred and Seventy-five Dollars ($275.00), which was the price that said property was sold to them by the Trustees herein.

III

That your petitioners are informed that the Trustees herein propose to resell said parcel of Real estate on the basis that it was not properly advertised in the sale advertisement and they have refused to keep the purchase money tendered to them or to execute a deed to your petitioners.

IV

That the subsequent sale notice under which the said Trustees propose to resell said property on March 17, 1951 is as follows:-

"All those two lots in said city, laid out on the plat of the north side of Crisfield as Lot No. 4 in Block B and Lot No. 4 in Block 15, on which is located the crab house operated by Dise and Ward, conveyed to William E. Ward and Fred Ward by the two following deeds: (1) from Fletcher Cox, dated April 10, 1913, recorded among the said land records in Liber No. 102, folio 353; (2) from John W. Cox, dated April 10, 1913, recorded among the said land records in Liber No. 127, folio 372; the interest of the said Fred Ward in said land having been conveyed to the said William E. Ward by Gertrude Morgan and others by deed dated November 1, 1944, recorded among the said land records in Liber No. 138, folio 384."

V

That there is no material difference between said advertisements and that the public was fully informed, including your petitioners, as to what they were purchasing at the original sale.

Wherefore, your petitioners pray that the sale to them, as aforesaid, be upheld and that said Trustees be required to furnish your Petitioners with a valid deed for the purchase, as aforesaid.

Respectfully submitted,

Prentiss W. Evans
Attorney for Petitioners

O R D E R

ORDERED this 7th day of March, 1951, by the Circuit Court for Somerset County, Maryland, upon the foregoing petition of Charles W. Howeth and Robert Howeth that the Trustees herein, L. Creston Beauchamp and Lionel Bennett show cause why the relief requested in the aforegoing petition should not be granted on or before the 13th day of March, 1951, providing a copy be served on said Trustees on or before the 8th day of March 1951, and that the matter stand for hearing on March 14, 1951, at 11 o'clock A.M.

Levin C. Bailey
Judge

Service admitted this 7th day of March, 1951.

Lionel Bennett

L. Creston Beauchamp
Trustees

And thereafter, on the Twelth day of March, Nineteen Hundred and Fifty-one, an Affidavit, was filed in Court here, which said Affidavit are in the words following, to wit:

Crissie Sterling et al., : No. 6575 Chancery
: In the Circuit Court for
vs. : Somerset County, Maryland
:
Theodosia Ward :

: : : : : : : : : : : : : : : : :

AFFIDAVIT IN OPPOSITION TO PETITION OF CHARLES W. HOWETH AND ROBERT HOWETH

State of Maryland, Somerset County, to wit:

I hereby certify that on this 9th day of March, 1951, before me, a notary public of the State of Maryland in and for Somerset County, personally appeared Lionel Bennett and made oath in due form of law as follows:

1. That he is one of the trustees appointed by order of this court to sell the premises described in the petition filed herein by Charles W. Howeth and Robert Howeth, together with other property more fully described in the notice of sale filed herein.

2. That the description of Parcel 3 which appeared in the advertisement of said notice of sale was indefinite and vague in that it was by lot and block number without any further reference to plat or otherwise. No dimensions of the lot were given nor was there given even the name of the street on which the said lots were located. That the lot and block description as given in the advertisement of the notice of sale is not to be found on any map or plat known to your deponent who made a diligent search to find said lots on any map or plat.

3. That the premises attempted to be described by the description in Parcel 3 of the notice of sale are in fact occupied by Hance Dize and Walter Ward as tenants who were interested in purchasing the said Parcel 3 at the sale which was held on February 10. 1951, and they commenced bidding on said Parcel 3. The said Hance Dize and Walter Ward were advised by your deponent and by his co-trustee that the prmises of which they were tenants was not Parcel 3 but Parcel 4, whereupon they ceased bidding thereon. Instead they bid on Parcel 4 which was not the premises of which they were tenants but which was a lot in the vicinity of Parcel 3. The said Parcel 4 was knocked down to them for the sum of $575.00.

4. That the parties to this action were thereupon deprived of the free competive bidding of all persons who were desirous of bidding on the premises offered for sale. That the persons who were most interested in purchasing Parcel 3, Dize and Ward, the tenants thereof, did not bid on the property described in Parcel 3 because neither they nor your trustees could tell from the description just where Parcel 3 was located. The description of Parcel 3 as used in the notice of sale was taken from the description in a deed to the last record owner which itself was erroreous.

5. That these facts were presented to this Court which thereupon ordered a resale of Parcels 3 and 4. That said sale has been advertised to be held on the 17th day of March, 1951, at 2:00 P.M. pursuant to a notice of sale which definitely identifies the premises by a correct lot and block description and by reference to the fact that one of said parcels is occupied by the crab house of Dize and Ward.

6. That the parties to this action are entitled to have the premises resold in order to obtain the highest price for the property at a sale fairly held pursuant to a notice which definitely and precisely describes the property in such a way that the public may be informed of the property to be sold.

As witness my hand and notarial seal.

Philip W. Tawes
Notary Public

Seal of Notary

And thereafter, on the Fouteenth day of March, Nineteen Hundred and Fifty-one, an Order was filed in Court here, which said Order are in the words following, to wit:

Crissie Sterling et al., : No. 6575 Chancery
: In the Circuit Court for
vs. : Somerset County, Maryland
:
Theodosia Ward :

ORDER

Application having been made to this Court by petition of Charles W. Howeth and Robert Howeth to require the trustees to furnish them with a deed to certain premises,

And an Order having been passed requiring the trustees to show cause why the relief requested in said petition should not be granted,

And an affidavit in opposition to the said petition having been filed by the trustee Lionel Bennett and the Court having heard the parties hereto and witnesses produced by them, now therefore

It is hereby ordered this 14th day of March, 1951, by the Circuit Court for Somerset County, Maryland, in Equity, that the petition of Charles W. Howeth and Robert Howeth be and the same is hereby denied.

W. Laird Henry
Judge

And thereafter, on the Twenty-first day of March, Nineteen Hundred and Fifty-one, an Order Nisi and Final Order was filed in Court here, which said Order Nisi and Final Order are in the words following, to wit:

Crissie Sterling et al., : No. 6575 Chancery
Plaintiffs
: In the Circuit Court for
vs.
: Somerset County, Maryland
Theodosia Ward
Defendant :

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 21st day of March, 1951, that the report of L. Creston Beauchamp and Lionel Bennett, trustees mentioned in the report of sale filed in this case, and the sale of real estate by them reported, be and the same are hereby ratified and confirmed, unlesscause to the contrary appear by exceptions filed on or before the 21st day of April, 1951, provided a copy of this order be inserted in some newspaper printed in said Somerset County once in each of three successive weeks before the 20th day of April, 1951.

The report states the amount of dale to be $43,510.

Benjamin L. Barnes
Clerk of Court.

Crissie Sterling, et al., : No. 6575 Chancery
Plaintiffs
: In the Circuit Court for
vs.
: Somerset County, Maryland
Theodosia Ward,
Defendant :

It having been proved to the Court that a copy of the preceeding order nisi has been published according to its provisions, and no exceptions having been filed and no cause to the contrary having been shown, it is this 2nd day od May, 1951, adjudged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp and Lionel Bennett, trustees, and the sale by them reported, be and the

same are hereby finally ratified and confirmed.

Edmond H. Johnson
JUDGE.

And thereafter, on the Twenty-eighth day of March, Nineteen Hundred and Fifty-one, a Report of Sale, Order Nisi and Final Order was filed in Court here, which said Report of Sale, Order Nisi and Final Order are in the words following, to wit:

Crissie Sterling and others, : No. 6575 Chancery
: In the Circuit Court for
vs. : Somerset County, Maryland.
Theodosia Ward :

To the Honorable, the Judge of said Court:

The report of L. Creston Beauchamp and Lionel Bennett, trustees in the above entitled cause, appointed by a decree of this Court and an order of re-sale dated February 21, 1951, to make re-sale of the real estate therein mentioned, respectfully shows:

That by virtue of the power and authority contained in said decree and in said order to make said re-sale, and after having given bond with approved security as required by law, conditioned upon the faithful performance of the trust reposed in them by said decree, and after having given at least twenty-one 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 hand-bill posted at the Court House doorin said county, they did, in pursuance of said notice, attend at the Court House door in Princess Anne, Maryland, on Saturday, March 17, 1951, at or about the hour of two o'clock, P.M., and then and there proceed to sell at public auction the following described land conveyed by said decree, namely:

(1) All those two lots in Crisfield, Maryland, laid out on the plat of the north side of Crisfield as Lot No. 4 in Block 8 and Lot No. 4 in Block 15, on which is located the crab house operated by Dize and Ward, conveyed to William E. Ward and Fred Ward by the two following deeds: (a) from Fletcher Cox, dated April 10, 1913, recorded among the land records of Somerset County, Maryland, in Liber No. 102, folio 353; (b) from John W. Cox, dated April 10, 1913, recorded among the land records of Somerset County, Maryland, in Liber No. 127, folio 372; the interest of the said Fred Ward in said land having been conveyed to the said William E. Ward by Gertrude Morgan anf others by deed dated November 1, 1944, recorded among the said land records in Liber No. 131, folio 384; and received as the highest bid therefor the sum of eight hundred seventy-five dollars and sold the same for said sum to Charles W. Howeth, which said sum he had paid in cash.

(2) All that lot of land in said City of Crisfield, situate on Broad and Ninth Streets adjoining the lands of the Bank of Crisfield and A.S. Pruitt, conveyed to William E. Ward and Fred Ward by A.L. Hardester and others by deed dated August 5, 1914, recorded among the land records in Liber No. 67, folio 89; the interest of the said Fred Ward in said land having been conveyed to the said William E. Ward by Gertrude Morgan and others by deed dated November 1, 1944, recorded among the said land records in Liber No. 131, folio 384, and received as the highest bid therefor the sum of two hundred twenty-five dollars and sold the same for said sum to George Crockett, which said sum he has paid in cash.

And the trustees pray a ratification of their proceedings in the premises.

All of which is respectfully submitted.

Lionel Bennett
Trustee

L. Creston Beauchamp
Trustee

State of Maryland, Somerset County, to wit:

I hereby certify that on this 28th day of March, 1951, before me, the subscriber, Clerk

of the Circuit Court for Somerset County, Maryland, personally appeared L. Creston Beauchamp and Lionel Bennett, trustees 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 their knowledge and Belief, and that the sale therein reported was fairly made.

Benjamin L. Barnes
Clerk of Court.

Crissie Sterling and others, : No. 6575 Chancery
vs. : In the Circuit Court for
Theodosia Ward : Somerset County, Maryland.

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 28th day of March, 1951, that the report of L. Creston Beauchamp and Lionel Bennett, trustees mentioned in the foregoing report of sale, and the sale of real estate by them reported, 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, 1951; 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 28th day of April, 1951.

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

Benjamin L. Barnes
Clerk of Court.

Crissie Sterling and others, : No. 6575 Chancery
vs. : In the Circuit Court for
Theodosia Ward : 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 May, 1951, adjuged, ordered and decreed by the Circuit Court for Somerset County, Maryland, in Equity, that the within report of L. Creston Beauchamp and Lionel Bennett, trustees, and the sale by them reported, be and the same are hereby finally ratified and confirmed.

Edmond H. Johnson
JUDGE.

And thereafter, on the Twenty-fifth day of April, Nineteen Hundred and Fifty-one, a Printer's Certificate was filed in Court here, which said Printer's Certificate are in the words following, to wit:

Crisfield, Maryland, April 24, 1951. This is to certify that the annexed ORDER NISI has been published in the Crisfield Times, a weekly newspaper published in Somerset County, Maryland, according to the terms and requirements contained in said ORDER NISI for three weeks beginning with the issue of March 30, 1951 and ending April 13, 1951.

E. L. Quinn
Publisher, The Crisfield Times

ORDER NISI

Crissie Sterling and others, : No. 6575 Chancery
vs. : In the Circuit Court for
Theodosia Ward : Somerset County, Maryland

Ordered by the Circuit Court for Somerset County, Maryland, in Equity, this 28th day of March, 1951, that the report of L. Creston Beauchamp and Lionel Bennett, trustees mentioned in the foregoing report of sale, and the sale of real estate by them reported, 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, 1951; provided a copy of this order be inserted in some newspaper printed in Somerset County once in each of three successive weeks before the 28th day of April, 1951.

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

Benjamin L. Barnes,
Clerk of Court.

True Copy,
Test: Benjamin L. Barnes, Clerk

And thereafter, on the Sixteenth day of May, Nineteen Hundred and Fifty-one, a Consent to Correction of Order Nisi as to Amount of Sale was filed in Court here, which said Consent to Correction of Order of Nisi as to Amount of Sale are in the words following, to wit:

May 16, 1951

Messrs. Lionel Bennett & L. C. Beauchamp
Attorneys At Law

Gentlemen:

It is understood by the signers hereto that the amount of the sales of the W.E. Ward property mentioned in the Order Nisi dated March 21, 1951, should be $43,310.instead of $43,510 as stated in said Order Nisi. That the sum of $43,510 is incorrect and the correct sum should be $43,310; that the correct amount of the afore mentioned Order Nisi, $43,310, added to the amount mentioned in the Order Nisi dated March 28, 1951, of $1,100, makes a correct total of the amount of sale to be $44,410.

With the above understanding it is our wish and desire that you would have the audit stated in this case from the correct amount of sale, that is, to use the sum of $44,410, the sum being comprised of $43,310, (and not $43,510) plus $1,100.

Yours trûly,

s/Gertrude W. Morgan
s/Mabel W. Landon
s/Crissie Sterling
s/Theodosia Ward

And thereupon, it 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

November Term 1960

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for said County, on the first Monday in November, being the 7th day of the same month, in the year of Our Lord One Thpusand Nine Hundred and Sixty.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. Mc,aster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
and Grace J. Barnes,Clerk

Isaac H. Dorsey, Sheriff
Lionel Bennett, Assignee of
Mortgage made by Dryden Brothers
Seafood Company, Inc.

Be it remembered that heretofore to wit, on the Ninth day of September, in the year Nineteen Hundred and Sixty, a certain Lionel Bennett, Attorney of Somerset County, State of Maryland, filed in Circuit Court here an Order to Docket above suit and the Original Mortgage, which said Original Mortgage is in the words following, to wit:

Lionel Bennett, Assignee of : No. 7637 Chancery
Mortgage made by Dryden Brothers : In the Circuit Court for
Seafood Company, Inc. : Somerset County, Maryland

: : : : : : : : : : : : : : : : : :

THIS MORTGAGE made May 6, 1960, by Dryden Brothers Seafood Company, Inc., a body corporate organized under the laws of the State of Maryland, of the City of Crisfield, Somerset County, Maryland,

Whereas the said Dryden Brothers Seafood Company, Inc. is indebted unto Lloyd J. Sterling, of Crisfield, Somerset County, Maryland, in the sum of $200.00, with interest at six per cent, payable as follows: $50.00 and accrued interest on the 1st day of July, 1960, and $50.00 and accrued interest on the 1st day of each and every month thereafter until the entire amount of principal and interest shall be paid.

Now therefore this mortgage witnesseth that for and in consideration of the premises and the sum of one dollar, the said DrydenBrothers Seafood Company, Inc. does hereby bargain and sell unto the said Lloyd J. Sterling, his personal representatives and assigns, all the following personal property: 1 kettle, 1 20 h.p. boiler, 1 electric hoist, 1 set Fairbanks scales, 1 set exact weight scales, 2 electric fans, 3 large picking tables, 1 hot water heater, 1 oil burner, 2 desks, 1 adding machine, 1 typewriter, 10 filing cabinets, 1 safe, 1 multigraphing machine, 1 addressograph, 1 marble top picking table, 15 cooking baskets and miscellaneous pans, buckets and tubs now located at the building owned by Wallace M. Quinn and occupied by the mortgagor located in the Jersey section of Crisfield, Maryland.

Provided that if the said Dryden Brothers Seafood Company, Inc. shall pay to the said Lloyd J. Sterling, the said sum of $200.00, as set forth above, then these presents shall be void.

And it is agreed that, until default be made in the premises, the said Dryden Brothers Seafood Company, Inc. shall possess the property hereby mortgaged.

And it is further agreed that, in default of payment of the principal, or interest the said Lloyd J. Sterling may sell the above mortgaged property in the following manner, that is to say; after giving at least five days' notice of the time, place and terms of said sale in some weekly newspaper published in Somerset County, he may offer it for sale at public auction, on the premises or elsewhere, to the highest bidder, the proceeds of said sale to be applied, first, to the payment of all expenses connected therewith; second, to the payment of the aforesaid debt to the said Lloyd J. Sterling, and the balance, if any, to be paid to the said Dryden Brothers Seafood Company, Inc., or to whomever it may be due.

As witness whereof Dryden Brothers Seafood Company, Inc. has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first above written.

ATTEST:

Dorothy M. Dryden,
Secretary

DRYDEN BROTHERS SEAFOOD COMPANY, INC.

By: LITTLETON T. DRYDEN, President

CORPORATE SEAL

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 6th day of May, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County aforesaid, personally appeared Littleton T. Dryden, who being by me first duly sworn didi say that he is the president of Dryden Brothers Seafood Company, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto and acknowledged the foregoing chattel

mortgage to be the free act and deed of said corporation by like order; and at the same time, before me, personally appeardd Lloyd J. Sterling, the within named mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel is true and bona fide, as therein set forth.

Witness my hand and notarial seal.

Seal of Notary

Lula Mae Dize
Notary Public

Filed for record May 11, 1960 and recorded in Liber G.J.B. No. 11, folio 114,
Test: Grace J. Barnes, Clerk.

We, being the sole heirs at law and distributees of Lloyd J. Sterling, late of the City of Crisfield, Somerset County, Maryland, do hereby assign the within mortgage to Lionel Bennett.

Witness our hands and seals this 3rd day of September, 1960.

Annie D. Sterling

Lloyd J. Sterling, Jr.

And thereafter, on the Ninth day of September, in the year Nineteen Hundred and Sixty was filed in Court here a Bond, which said Bond is in the words following, to wit:

MORTGAGEE OR ATTORNEYS' BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Lionel Bennett, Crisfield, Maryland, as principal, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of September in the year of our Lord nineteen hundred and sixty.

WHEREAS, the above bounden Lionel Bennett by virtue of a power contained in mortgage fron Dryden Brothers Seafood Company, Inc. to Lloyd J. Sterling, and assigned to him dated May 6, 1960 and recorded in Liber GJB 11, folio 114 etc., One of the Land Record Books of Somerset County, Lionel Bennett is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occured and the said Lionel Bennett is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Lula Mae Dise

s/ Lionel Bennett (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY

By Lionel Bennett
Lionel Bennett
Attorney in fact

Seal

The within Bond approved and filed.
Grace J. Barnes, Clerk
Filed for record Sept. 9, 1960 and recorded in Liber
BLB No. 8 folio 235.
Test: Grace J. Barnes, Clerk.

And thereafter, on the Twenty-firstday of September, Nineteen Hundred and Sixty, a Report of Sale was filed in Court here, which said Report of Sale are in the words following, to wit:

Lionel Bennett, Asignee of	:	In Equity No. 7636
Mortgage made by Dryden Brothers	:	In the Circuit Court for
Seafood Company, Inc.	:	Somerset County, Maryland

To the Honorable, the Judges of said Court:

The Report of Lionel Bennett, asignee of a certain Mortgage made and executed by Dryden Brothers Seafood Company, Inc. to Lloyd J. Sterling, dated May 6, 1960 and recorded among the land records of Somerset County in Liber GJB 11, Folio 114, 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, whereas said mortgage debt has become due and demahdable, respectfully represents to your Honors, that after giving bond with security approved by the Clerk of the 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 five days notice of the time, manner, terms and place of sale by advertisement in The Crisfield Times, a weekly newspaper published in said Somerset County once in a week for two successive weeks before the day of the sale, he did pursuant to said notice attend at the place of business of Dryden Brothers Seafood Company, Inc., in the Jersey Section of Crisfield, Maryland, on Saturday, September 17, 1960, at or about the hour of 2 pm., and then and there proceeded to sell the property described in said mortgage, to wit:

1 kettle, 1 20 h.p. boiler, 1 electric hoist, 1 set Fairbanks scales, 1 set exact weight scales, 2 electric fans, 3 large picking tables, 1 hot water heater, 1 oil burner, 2 desks, 3 filing cabinets, 1 safe, 1 multigraphing machine, 1 marble top picking table, 4 cooking baskets, and miscellaneous pans, buckets and tubs, and sold the same to Roy Bradshaw of Crisfield, Maryland, he being then and there the highest bidder therefor, at and for the sum of $474.00; and 1 addressograph sole to Milbourne Oyster Company, it being then and there the highest bidder therefor, at and for the sum of $5.00, and the purchasers have complied with the terms of sale.

Lionel Bennett, attorney

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 19th day of September, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Lionel Bennett, asignee 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 and belief and that the sale therein mentioned and reported was fairly made.

Witness my hand and notarial seal.

Seal of Notary

Barbara F. Carey
Notary Public

And thereafter, on the Twenty-first day of September, Nineteen Hundred and Sixty, an Order Nisi and Final Order was filed in Court here, which said Order Nisi and Final Order are in the words following, to wit:

Lionel Bennett, Asignee of	:	In Equity No. 7636
Mortgage made by Dryden Brothers	:	In the Circuit Court for
Seafood Company, Inc.	:	Somerset County, Maryland

Order Nisi

Ordered that the sale of the property mentioned in these proceedings be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of October, 1960, 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 14th day of October, 1960.

The report states the amount of sale to be $479.00.

Grace J. Barnes, Clerk

Final Order

Ordered by this Court this 25th day of October, 1960, that the sale made and reported by the attorney be and the same is hereby ratified and confirmed, no cause to the contrary having been shown.

s/ E. McMaster Duer
E. McMaster Duer, Judge

Lionel Bennett, Assignee of : In Equity No. 7636
mortgage made by Dryden Brothers : In the Circuit Court for
Seafood Company, Inc. : Somerset County, Maryland

: : : : : : : : : : : : : : : : : : :

STATE OF MARYLAND, Somerset County, to wit:

I hereby certify that on this 20th day of September, 1960, before me, a Notary Public of the State of Maryland, in and for Somerset County, personally appeared Lionel Bennett, who made oath in due form of law that there is now due and owing on a mortgage dated May 6, 1960, made by Dryden Brothers Seafood Company, Inc. to Lloyd J. Sterling, and assigned to affiant, the sum of $200.00, with interest thereon at 6% per annum from May 6, 1960.

Witness my hand and notarial seal.

Lula Mae Dize
Notary Public

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

Per: Grace J. Barnes
Clerk

STATE OF MARYLAND, Somerset County, to wit:

At a term of the Circuit Court for Somerset County, in Equity, begun and held in Princess Anne Town, in and for Said County, on the first Monday in July, being the 4th day of the same month, in the year of Our Lord One Thousand Nine Hundred and Sixty.

Were Present,

Hon. W. Laird Henry, Jr., Chief Judge
Hon. E. McMaster Duer, Associate Judge
Hon. Rex A. Taylor, Associate Judge
and Grace J. Barnes, Clerk

Isaac H. Dorsey, Sheriff

Earl D. Butler and)
Gladys F. Butler)
Marion, Somerset County, Maryland)
vs.)
Rehobeth Baptist Church)
Rehobeth, Somerset County, Maryland)
and)
Rehobeth Presbyterian Church)
Rehobeth, Somerset County, Maryland)

Be it remembered that heretofore to wit, on the Twenty-seventh day of July, in the year Nineteen Hundred and sixty, a certain Alexander C. Jones, Attorney od Somerset County, State of Maryland, filed in Circuit Court here Bill of Complaint/Bill of Complaint and/Deed, which said Deed an Order to Docket above suit is in the words following, to wit:

Earl D. Butler and	:	No. 7605 Chancery
Gladys F. Butler	:	In the Circuit Court for
Marion, Somerset County, Maryland	:	Somerset County, Maryland
vs.	:	In Equity
Rehobeth Baptist Church	:	
Rehobeth, Somerset County, Maryland	:	
and	:	
Rehobeth Presbyterian Church	:	
Rehobeth, Somerset County, Maryland	:	

To the Honorable, the Judge of said Court:

Your orators, complaining, say:

1. That by deed dated March 3, 1821 and recorded among the land records of Somerset County in Liber J.D. No. 6, folio 544, John Milbourne, William Adams and Ketinah Adams and wife conveyed the hereinafter described property unto Stephen Collins, Thomas Marshall and Isaac M. Broughton, as Trustees of the Union Church, their heirs and successors, as will appear by reference to certified copy of said deed filed herewith and marked "Plaintiffs' Exhibit A".

2. That said Union Church was an association of the Protestant Episcopal Church, the Presbyterian Church and the Baptist Church, in the vicinity of Rehobeth.

3. That said Union Church has ceased to exist as an association and the interest of the said Trustees of the said Union Church had developed unto the Rector, Wardens and Vestry of Coventry Parish, (the Protestant Episcopal Church), Rehobeth Presbyterian Church, and the Rehobeth Baptist Church, as tenants in common.

4. That by deed dated July 15, 1960 and duly recorded July 27, 1960 among the aforesaid Land Records the Rector, Wardens and Vestry of Coventry Parish conveyed unto the said Earl D. Butler and Gladys F. Butler, the complainants herein, its interest in said property, the same being an undivided one-third interest, as will appear by reference to certified copy of said deed filed herewith and marked "Plaintiffs B".

5. That the above described real estate is not susceptable of partition without material loss and injury to the parties entitled to interest therein.

To the end, therefore,

a. That a decree may be passed by this Court for the sale of the real estate described in the above petition and a division of the money arising from said sale be made among the parties according to their respective rights.

b. That your orators may have such other and further relief as their case may require.

May it please your Honor to grant unto your orators the writ of subpoena directed to John Handy, Jr., who reside at Crisfield, Somerset County, Maryland, Chairman of the Board of Trustees of Rehobeth Presbyterian Church, and the writ of subpoena directed to Linwood C. Mariner, who resides at Rehobeth, Somerset County, Maryland, Chairman of the Trustee Committee of Rehobeth Baptist Church, 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 pa ssed therein.

And as in duty bound,

Jones & Jones

By Alexander G. Jones
Solicitors for Plaintiffs

And thereafter, on the same day, it being the Twenty-seventh day of July, in the _ear Nineteen Hundred and Sixty, a Complainants Exhibit "A" was filed in Court here, which said Exhibit is in the words following, to wit: