Abell,	Mary M. & J. Gerald	ats	Lucille & Ward Stone	211	1730 N. E.
Avery,	William G. et al.	"	Anna M. Yakawer	262	1748 N. E.
Abell	Lillian Long et al	"	J. Albert and Mildred M. Long	280	1739 N. E.

A

B

Bowles	James Alvin	ats	Sarah A. & Henry J. Guy	13	1727 N. E.
Barry	Clara E & Joseph	—	In the matter of the mortgaged premises	101	1741 N. E.
Buckley	C. Howard et al	ats	G. Van Clagett	138	1758 N. E.
Burroughs	J. Wilson	—	In the matter of the sale of the mortgaged premises	68	1757 N. E.
Berens	Gertrude E.	—	In the matter of the mortgaged premises	265	1748 N. E.
Bailey	Virgie et al	ats	J. Albert and Mildred M. Long	280	1739 N. E.

C

Carr	James Martin et al	ats	Mary Carr Gambrill & George B Furman	1	1463 N.E.
Carr	Arthur et al	"	Mary Carr Gambrill & George B. Furman	1	1463 N.E.
Cusic	Minnie Heard	—	Ex parte in the matter of lunacy of. etc.	33	1722 N.E.
Claggett,	T. Van	vs.	C. Howard Buckler, et al	138	1758 N.E.
Carder,	Clara C., et. al.	ats.	Effie M. Yeahauer	265	1748 N.E.
Curtis	William John	—	In the matter of the sale of R. E. of	442	1769 N.E.

C

Davis	Grace C. & Charles F. Hall		242	1737 N. E.

D

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Furman	George B. et al	vs.	James Martimer & Archur Carr	1	1463 N.E.

F

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Gambrill,	Mary Carr et al	vs	James Martinez & Arthur Carr	1	1462 N.E.
Guy,	Sarah A. & Henry J.	vs.	Mary Violet Evans et al	13	1727 N.E.
Gaffdiner	James S. & Catherine	Als.	The Md.-Va. Joint Stock Land Bank of Balto.	43	1700 N.E.
Goldsborough	Bernard & Rickley	"	Lucielle and David Stone	211	1730 N.E.
Goldsborough	Xavier L. & Nellie	"	" " " "	211	1730 N.E.
Graves	M. Lena N.	"	" " " "	211	1730 N.E.

G

Heard	Minnie	—	Ex parte in the matter of lunacy of, etc.	33	1722 N.E.
Howard	Joseph N.	—	In the matter of the mortgage of premises of	192	1768 N.E.
Hutmuller,	John H., William A., Arthur G. et al.	ats	Anna M. Yahraes	262	1748 N.E.
Hargrove	John N.	—	In the matter of the mortgaged real estate of	483	1767 N.E.

H

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I

Jones	Alice M & Henry A. In the matter of the mortgaged premises of			66	No. 1736 N.C.

J

J

Kennard	Genevieve P.		In the matter of lunacy of	411	1787 N.E.

K

Lederer	Gertrude E. et al	ates	Anna M. Yeakomer	265	1748 N.E.
Long	J. Robert	—	In the matter of the mortgaged premises	280	1729 N.E.
Long	H. Irving; J. Rudolph et al	ats	J. Albert Long & Mildred M. Long J.	280	1729 N.E.

L

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Nelson,	Samuel L. et al	vs.	Wallace Nelson et al.	112	1712 N. E.
Nelson,	Wallace, et al	ats.	Samuel L. Nelson et al.	112	1712 N. E.
Nevitt,	Lee	—	In the matter of mortgaged premises	155	1742 N. E.
Norris,	Francis Combe	—	In the matter of the sale of property of	211	1730 N. E.

N

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Palmer,	Katherine & Harry	ats	Lucielle and Harold Stone	211	1720 N. E.
Payne,	Ida L. et al.	"	Anna M. Yeabower	265	1748 N. E.
Peverley,	George C.		In the matter of the mortgaged premises of	310	1734 N. E.
Pilkerton	Leonard A. & Mary C.	—	" " " "	469	1778 N. E.

P

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Rock	Mary A. & William	vs.	William Rock	182	176 & N.E.
Rock	William, Infant	ats	Mary A. & William Rock	182	176 & N.E.
Rock	William J.	—	Sale of real estate of (deceased)	182	176 & N.E.
Raley	J. Howard Walter,				
"	John Dennis et al				
"	John M.	—	Sale of real estate of (deceased)	242	173 7 N.E.
Ruark	Bernadette & Elbert P. et al				

R

R

Shemwell	Mary		In the matter of the sale of R. E. of	420	1725 N.E.

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Webster,	Virginia Catherine	vs.	William Frederick Webster	201	1770 N. E.
Watkins,	Mary et al	ats	J. Albert and Mildred M. Long	280	1739 N. E.

W

Young	Chas. H. in the matter of the Mortgaged property of			54	1729 N. E.
Yeahower, Young	Edwin G., John B., William et al Alice Caroline	ats	Anna M. Yeahower Sale of Real Estate of deceased	265 506	1748 N. E. 1771 N. E.

Y

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Z

Mary Carr Gambrill, next friend to James Mortimer Carr, Infant. and George B. Furman. Complainants. vs James Mortimer Carr, Infant, and Arthur Carr, Guardian, Defendants.	In the Circuit Court for St. Mary's County, Maryland. Equity No. 1463.

Petition

To The Honorable, The Judges of Said Court,

Your orators respectfully Show:

1 That Mary Carr Gambrill and George B. Furman are both citizens of the United States and residents of Prince George's County, State of Maryland.

2. That the defendants, James Mortimer Carr, infant, and Arthur Carr, guardian, are citizens of the United States and residents of Prince George's County, State of Maryland, and the said James Mortimer Carr is sued as an infant, being under the age of twenty-one (21) years, and the said Arthur Carr is sued as guardian.

3. That on or about the 27th day of May, 1924, Mortimer Carr, widower, departed this life at Sibley Hospital, Washington, D.C. where he was only temporarily domiciled, tho he operated upon his home being in Hyattsville, Prince George's County, Maryland, intestate, and leaving the above named James Mortimer Carr, defendant, as his only heir at law and next of kin.

4. That at the time of his death, the said Mortimer Carr was seized and possessed of all those pieces and parcels of ground, situate, lying and being in Warren Folson's Subdivision of Piney Point, St. Mary's County, Maryland, and known as Lots numbered Fourteen (14) and Fifteen (15), per plat thereof, recorded August 23, 1909 in Liber E. B. A. No 8 at folio 49 one of the land records of St. Mary's County, Maryland, and being the same properties obtained by the said Mortimer Carr, deceased, from Frank K. Campbell and Mary L. Campbell, his wife, by deed dated July 17th, 1923, and duly recorded among the land records of St. Mary's County, Maryland, in Liber J. M. M. No. 1 at folio 521, and conveying Lot Numbered Fourteen (14), and from A. Mae Rogers, unmarried, by deed dated July 25th, 1921, and duly recorded among the land records of St. Mary's County, Maryland, in Liber E. B. A. #20, at folio 145, and conveying Lot Numbered Fifteen (15), which said deeds are filed herewith, and marked "Complainants Exhibits #1 and #2." and prayed to be read as part hereof; and that on or about the 8th day of October, 1924, Arthur Carr, duly appointed guardian of James Mortimer Carr, entered into a contract of sale with the above George B. Furman, by which he agreed to convey to the said George B. Furman, the hereinbefore described property at and for the sum of Three Thousand Three Hundred ($3,300.00) Dollars,

receiving at the time of the delivery of said contract to the said George B. Furman, the sum of Five Hundred and °%oo ($500.00) Dollars, as part purchase money, all of which is filed herewith and marked "Complainants Exhibit #3", and prayed to be read as part hereof.

5. That both of said properties are now unoccupied, said Lot Numbered Fourteen (14), being entirely unimproved, while Lot Numbered Fifteen (15) is improved by a garage, but neither of said lots or improvements are producing any income whatsoever, and requiring, not only the payment of taxes, but a large outlay of money for repairs and upkeep thereon.

6. That the amount offered for these properties, is not only a very reasonable price, but for better, your complainants are advised and believe, than could possibly be obtained at public sale. and that it would be for the benefit and advantage of the said infant to sell the said parcels of real estate, especially it is respectfully urged, to the said George B. Furman, at the price and upon the terms stated in said Contract of Sale, and to invest the proceeds thereof in some productive fund for the benefit of said infant, James Martimer Carr, defendant.

7. That Archer Carr has been duly appointed guardian of the said James Martimer Carr, as will further by reference to a Certificate of said appointment, as guardian under the seal of the Orphans Court for Prince George's County, Maryland, filed herewith and marked "Complainants Exhibit #4", and prayed to be read as part hereof.

To The End Therefore,

1. That a decree may be passed by this Honorable Court, directing the sale of said real estate to the plaintiff George B. Furman, and confirm the said Contract of said George B. Furman, and that the said Court will appoint a trustee to convey to the said respective purchaser and the interests of the said infant defendant upon the payment of the cash purchase money, and the proceeds thereof be reinvested under the authority of this Court.

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

May It Please Your Honors, to grant unto your complainants a Writ of Subpoena, directed to the said infant defendant, commanding him to be and appear in this Court on or before some certain date to be named therein and show cause, if any he has, why a decree should not be passed as prayed.

And, as in duty bound, etc.

Jas. C. Rogers
Attorney for Complainants

Filed Feby. 4, 1925.

Deed Exhibit #1.

U.S.R. Stamps $1.00 Cancelled

This Deed made this seventeenth day of July, in the year nineteen hundred and twenty-three by Frank E. Campbell and Mary L. Campbell, his wife, parties of the first part, and

Martimer Carr of Hyattsville, Maryland, party of the second part.

Witnesseth, that for and in consideration of the sum of Ten Dollars lawful money of the United States to the parties of the first part in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, the said parties of the first part do by these presents grant, bargain, sell and convey unto the party of the second part his heirs and assigns forever the following described lot of land lying and being at Piney Point in St. Mary's County, in the State of Maryland, and known and distinguished as and being Lot Fourteen (14) in Warren Folson's Subdivision of a part of the Piney Point tract of land, as the same is described on a plat thereof recorded August 23, 1909 in Liber E. B. A. No. 8 at folio 49 one of the Land Records of said County. Beginning for the same at a stake planted on the North side of the main driveway and running thence N. 14° W. to the shore of Piney Point Creek, thence with said shore N. 67° E. 50 feet to Northwest corner of Lot No. Fifteen (15), thence with the West line of Lot No. Fifteen (15) S. 14° E. to a post or stake set on the North side of said driveway, thence S. 67° W. 50 feet to the beginning.

And the said parties of the first part hereby grant and convey unto the party of the second part his heirs and assigns forever the right to use in common with the owners of Lots One (1) to Fifty-eight (58) inclusive in said Subdivision the strip of land lying between said main driveway and low water mark of the Potomac River for a beach or parking, and with right to erect and maintain thereon a bath house for himself and family and a summer house, and a wharf into the river for fishing, crabbing, bathing and the mooring of family boats and launches, said structures to be located upon that portion of said beach or parkinge which would lay between the East and West lines of Lot No. Fourteen (14) were said lines extended to the river, no structure however to be erected within forty feet on the South line of the main driveway and the said party of the second part is further granted the rights and privileges set out in a dedicatory supplement to said plat, recorded December seventeenth, nineteen hundred and nine in Liber E. B. A. No. 8, folio 49 of said Land Records.

And the parties of the first part do further grant unto the party of the second part his heirs and assigns, as far as they law they can do so, the right to the use of the bottom of Piney Point Creek to the center line thereof within the area covered by the East and West lines of said Lot No. Fourteen (14) were the same extended to the center of said creek, provided the uses and privileges hereby granted shall in no manner interfere with the use in common of the water of said creek by other owners of lots in said Subdivision for sailing, boating, racing, crabbing or fishing.

To Have And To Hold the lot and premises hereby granted with the easements, improvements, waters, rights, privileges and appurtenances thereunto appertaining to and unto the sole use and behoof of the party of the second part his heirs and assigns forever, upon the following restrictions however, that is to say:

It is agreed by and between the parties hereto that no part

of the land hereby granted nor any right, privilege or easement hereinbefore set forth shall be sold to any person having negro blood in his veins nor leased to any such person, and a breach of this condition or restriction may be enforced by Frank G. Campbell, his heirs or assigns, or by any lot owner in said Subdivision in a suit for damages, and the aforesaid limitations or restrictions shall run with the land hereby conveyed.

And the said parties of the first part warrant specially the property hereby conveyed and covenant to execute such further assurances as may be requisite.

Witness the hands and seals of the parties of the first part the year and day first above written.

Test:
John C. Ellis.

Frank G. Campbell (Seal)
Mary L. Campbell (Seal)

State of Virginia, County of Arlington, to-wit:

I hereby certify that on this 17th day of July in the year 1923 before me, a Notary Public, in and for the County of Arlington, in the State of Virginia, personally appeared Frank G. Campbell and Mary L. Campbell, his wife, and acknowledged the aforegoing deed to be his, her and their act and deed.

(N. P.)
(Seal)

John C. Ellis
Notary Public

My commission expires April 16th, 1927.

Received this 30th day of Aug. 1923 at 11 o'clock A. M., for record, and same day recorded in Liber J. M. M. No. 1, folio 381, one of the Land Records of St. Mary's County and examined per me.

Jas. M. Mattingly
Clerk.

$2.50- Paid $2.00.

John R. T. Briscoe

Filed Feby. 4, 1925

Deed Exhibit #2

U. S. I. R. Stamp Cancelled

This Deed, Made this 25th day of July in the year of our Lord one thousand nine hundred and twenty-one by and between A. Mac Rogers, single, of Keyatteville, Md., party of the first part, and Martiner Carr of Keyatteville, Md., party of the second part:

Witnesseth, that in consideration of Ten dollars, the said party of the first part do grant and convey unto Martiner Carr party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in St. Mary's County, State of Maryland, being part of the same land which the said party of the first part obtained from Warren Tolson & wife by deed dated the 26th day of June, 1911, recorded in the Land Records of St. Mary's County in Liber 9 at folio 385 and being described as follows, to wit: Lot Numbered fifteen (15) in Warren Tolson's Subdivision of Piney Point tract of land, per plat

recorded in Liber E. B. A. No. 8 folio 49. Said lot having a uniform width of fifty feet throughout. This deed carries the covenants, easements & restrictions contained in the deed from Polson to Rogers, heretofore mentioned.

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 piece or parcel 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 only proper use, benefit and behoof forever of the said Mortimer Carr his heirs and assigns.

And the said party of the first part covenants that she will warrant specially the property hereby conveyed; that she is seized of the land hereby conveyed; that ~~he~~ she a right to convey said land; that the said party of the second part shall quietly enjoy said land; that she has done no act to encumber said land; and that she will execute such further assurances of said land as may be requisite.

Witness her hand and seal.

Test:
W. Hampton Hickey

x A. Mae Rogers (Seal)

State of Maryland, Prince George's County, ss:

I Hereby Certify that on this 25th day of July, 1921, before the subscriber, a Notary Public of said State, in & for said County personally appeared A. Mae Rogers, grantor in the aforegoing deed and did acknowledge the foregoing Deed to be her act.

In Testimony Whereof, I have affixed my official seal this 25 day of July A. D. 1921.

(N. P.)
(Seal)

W. Hampton Hickey,
Notary Public

Received for record on the 10th day of Aug A. D. 1921 at 10 o'clock A. M., and recorded in Liber E. B. A. 20 at folio 145, one of the land Records of the.

Enoch B. Abell
Clerk.

Recdg. $2.00 Paid.

Filed Feby. 4, 1925.

Exhibit #3

Hyattsville, Maryland.
October 8th, 1924.

Received of George B. Furman a deposit of Five Hundred and No/100 Dollars, to be applied as part payment in the purchase of lots #14 and #15, Warren Polson's subdivision of Piney Point. Being all and the same conveyed to Mortimer Carr by A. Mae Rogers & Frank L. Campbell,

1463 N. E.

Deede dated July 25, 1921 and improvements thereupon. August 25, 1919.
Price of property $3,300.00
Terms of sale $1000.00 cash on or before November 1, 1924, balance cash when good title can be given and deed handed to purchaser.
First mortgage or to be $ Nothing Payable.
Second mortgage or to be $ Nothing Payable.
Good record title or deposit refunded, if defective 15 days is hereby given from date of such notice in writing within which to cure such defect or to remove the ground of objection.
Insurance, taxes, yearly assessment, and water rent to be paid and adjusted to October 8, 1924
Examination of title, conveyancing, revenue stamps and recording at the cost of purchaser.
Deal to be closed on ratification of court or deposit forfeited.
Possession to be given at once.
Accepted by George B. Furman, Purchaser.
Owner's approval Arthur Carr.
Administrater, and Guardian for James Martimer Carr, Infant, subject to the approval of the Equity Court.

Filed Feby. 4, 1925.

Exhibit No. 4.

State of Maryland, County of Prince Georgis, Sct.:

I, the Subscriber, Register of Wills for Prince Georgis County, doth hereby certify, That it appears by the Records of my office, that on the 10th day of June in the year of our Lord nineteen hundred and twenty-four, Arthur Carr was appointed by the Orphans Court for Prince Georgis County, Guardian of James Martimer Carr, Infant son of Martimer Carr deceased and that the said Arthur Carr being then and there present in said Court, accepted of the said Guardianship, and gave Bond with securities who were approved of the said Court for the faithful performance of his duty as Guardian to the said James Martimer Carr.

In Testimony whereof, I hereunto subscribe my name and affix the seal of the Court this 14th day of June, in the year of our Lord nineteen hundred and twenty-four.

Test

(R of W.)
(Seal)

William T. Harris
Register of Wills for
Prince Georgis County.

Filed Feby. 4, 1925.

Subpoena to answer Bill of Complaint

St. Marys County, to-wit: The State of Maryland to James Martimer Carr, Infant, of Prince Georgis Greeting:

We command and enjoin you, that all excuses set aside, you be in your person before the Circuit Court of St. Marys County, at the Court House in said County, on the First Monday of March, 1925. to answer the Bill of Complaint of Mary Carr Caulfield, next friend

et al, against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable H. Mitchell Digges, Chief Judge of the Seventh Judicial Circuit, the 4th day of February, 1925.

Issued 4th Day of February, 1925

(Court Seal)

Jos. M. Mattingly, Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is required, but the Defendant is required to file his answer or other defense in the Clerk's office of the said Court within 15 days after the return day above named.

Served this 12 th day of Feby. 1925 by reading this summons to the infant James Mortimer Carr, Defendant in the presence of Arthur Carr guardian and a copy left with said Arthur Carr, guardian.

J. J. Fink.
Sheriff Pr. Geo. Co., Md.

Cost $0.80
Filed Feby. 16, 1925.

Authority to use name as next friend.

I Hereby Authorize my name to be used as next friend in the above Proceedings. January 31st, 1925.

Mary Carr Hamhill.

Filed March 2, 1925.

Petition for Order appointing guardian ad litem.
Answer of Guardian & Guardian ad litem.

To the Honorable, the Judge of said Court,

The complainants in the above entitled cause, respectfully show:

That the infant defendant, James Mortimer Carr, has been duly served with a Writ of Subpoena, commanding him to appear and answer the Bill filed against him in this cause, but the said James Mortimer Carr being an infant, cannot answer and defend this suit for himself.

Wherefor your petitioners pray this Honorable Court to appoint a Guardian ad Litem to answer for said infant.

Jas. C. Rogers.
Attorney for Complainants.

The aforegoing petition having been read and considered, it is thereupon this 18 th Day of April, 1925, by the Circuit Court for St. Mary's County, Maryland, ordered that Arthur Carr be and is hereby appointed Guardian ad Litem for the said James Mortimer Carr, infant defendant.

Wm. Maxwell Loker,
Associate Judge.

The answer of Arthur Carr, guardian, respectfully shows:
Answering paragraphs One (1), Two (2), Three (3), Four (4), Five

(5), Six (6), and Seven (7), your respondent admits the facts stated in each of said paragraphs of Complainants Bill, and is willing that said Decree be passed as prayed.

Arthur Carr,
Guardian.

Filed April 16, 1925.

Petition for special examiner
Order of Court appointing Frank M. Stephen, special examiner.

To the Honorable Judges of said Court,

The Complainants in the above cause respectfully show:

That all of the witnesses in the above entitled cause are residents of Prince Georgis County, Maryland, and that it would be very inconvenient for them to go to St. Marys County to give their evidence in the above entitled cause.

Wherefore your petitioner prays this Honorable Court to appoint Frank M. Stephen as a special Examiner in Chancery for the purpose of taking testimony in the above entitled cause.

Jas. C. Rogers
Attorney for Complainants.

Upon the foregoing petition it is this 15th day of April, 1925, by the Circuit Court for St. Marys County, Md. Ordered that Frank M. Stephen be and is hereby appointed special examiner in chancery for the Circuit Court of St. Marys County, for the purpose of taking the testimony of the witnesses in the above entitled cause.

Wm. Merrell Loker,
Associate Judge.

Filed April 18, 1925.

Examiner's Certificate

This is to certify, that Frank M. Stephen qualified as special Examiner in the above entitled cause, by taking the necessary oath before me on the 13th day of November A. D., 1925.

Jas. C. Mattingly,
Judge.

Filed Nov. 13, 1925.

Return of Testimony

Hearing before Frank M. Stephen, appointed special examiner in the above entitled cause, at Hyattsville, Prince Georgis County, Maryland, on ——, November 14, A. D., 1925, at 7 o'clock P. M., for the purpose of taking testimony in the above entitled cause on behalf of the Complainants.

Present: James C. Rogers, Esq., Attorney for the Complainants, Arthur Carr Guardian for the Infant Defendant.

Whereupon, I, Frank M. Stephen, Special Examiner in Chancery of the Circuit Court of St. Marys County, Maryland

proceeded to take the following depositions, in manner following, that is to say:

James C. Rogers, as witness of lawful age, produced on behalf of Plaintiff's duly sworn, testified as follows:

My name is James C. Rogers; Age 60 years; residing in Hyattsville, Maryland; lawyer by profession. I am very intimate with the facts stated in the Complainants Bill of Complaint, filed in this cause, and well acquainted with James Martimer Carr, Infant, and know that Arthur Carr is his guardian, and that Martimer Carr, father of said infant died the 27th day of May, 1924, at Libby Hospital, and that he left surviving him James Martimer Carr, defendant, an infant, and his only heir at law; that I am well acquainted with the real estate values in and around the neighborhood of said property, and that the price offered for this piece of property, namely $2,300.00 for Lots 14 and 15 of Marred Golonia Subdivision is an excellent price, all it is worth, and the best, in my judgment, that can be obtained, and the terms likewise the best that can be made; that I am well acquainted with the condition of Mr. Martimer Carr's estate, and of the said infant's needs, and that in my judgment, I am decidedly of the opinion that said sale should be made and ratified by the Court, and that they are for the benefit of the infant defendant, James Martimer Carr, and that said sale should be made and ratified, particularly that the proceeds be re invested, thereby producing an income, instead of a loss as now is the case.

For the reasons above given, I respectfully urge the ratification of said contract, because, as I have stated for each reason, said sale would be decidedly in the interest and for the benefit of said infant, James Martimer Carr.

To the general Interrogatory, Witness states that he was the attorney and confidential adviser of Martimer Carr, deceased, and that to the best of his knowledge and belief, Mr. Carr, died without leaving a will, that is intestate and from his intimate knowledge of his affairs, likewise his intimate relationship to Mr. Carr's family and knowing the careful and exhaustive search that was made among all of Mr. Carr's papers, without finding a will, only emphasis his conviction that the decedent died intestate.

Jas. C. Rogers.

Arthur Carr, witness of lawful age, duly sworn, testified on behalf of the complainants, as follows:

Q. (By Mr. Jas. C. Rogers) Please state your name, age, residence and occupation.

A Arthur Carr. 40 years; residence Hyattsville, Maryland; am engaged in real estate and insurance business.

Q. Do you know the parties to this cause?

A. I do; and am the uncle of the defendant, James Martimer Carr, Infant. I am also the administrator of his father's estate, and his guardian.

Q. Are you thoroughly familiar with the values of real estate around and about the property sought to be con-

weyd and sold to George B. Furman, and fully described in this cause, located in Polson's Subdivision to Piney Point, Maryland, and if so, please state if you believe the price is reasonable and fair, and if such sale would be to the advantage of the infant, and whether or not it would be to his advantage for the sale of said property, that the proceeds might be de-invested in securities that would produce said income?

A. I am very well acquainted with the value of the property described in Exhibit #1, filed in this cause. I have been engaged in selling and loaning money on properties in Southern Maryland during the past twenty years, and am thoroughly familiar with values. This property is absolutely unproductive, and the price offered is most excellent, and for more than could be obtained, I believe from anyone else; likewise the terms offered are the best, in my judgment, that possibly could be obtained. I am thoroughly impressed with the need of carrying through this sale, because, I not only believe that it would be to the advantage and interest of the infant, James Martimer Carr, but particularly so that the proceeds from this unproductive property might be re-invested in properties or securities that will bring in an income. I therefore most urgently recommend its sale to the party that is seeking to produce it, as shown by the Contract of Sale, filed in this case, and marked "Exhibit #2".

Q. Please state when Mr. Martimer Carr died, where, and whether or not he left any will, and who are his heirs.

A. My brother Martimer Carr died the 27th day of May, 1924 at Sibley Hospital, where he was operated upon, Prior removed from his home in Hyattsville, Md. My brother died a widower, leaving one child, James Martimer Carr, infant and defendant in these proceeding, his next of kin and only heir at law. After his death, all of his family made a most diligent and exhaustive search to ascertain if he left a will, but none was found, and I can unhesitantly testify that he died without leaving a will.

I again wish to emphasis, however, that the price offered for this property namely $2,300.00 is a most excellent one.

Q. At the general interrogatory, the witness has nothing further to testify to.

Arthur Carr.

No other witness being named or produced before me and no further time being asked for the taking of testimony in the above entitled cause, I then, at the request of the solicitor for the complainant, closed said testimony and now hereunto, return the same closed under my hand and seal, this 14th day of November A. D., 1925.

Frank M. Stephen (Seal)
Special Examiner in Chancery of the
Circuit Court of St. Mary's Co.
Md. in the above case.

Filed Nov. 17, 1925

Final Decree

This Cause standing ready for hearing and being submitted, the Proceedings were read and considered.

It is thereupon, this 9th day of January, 1926, by the Circuit Court for St. Mary's County, sitting in Equity, adjusted, ordered and decreed that the sale of the real estate to George B. Furman, mentioned and described in these proceedings, the price therefor and the temrs thereof, particularly set forth in Complainants Exhibits #1, #2 and #3, be and the same is hereby finally ratified and confirmed.

It is further adjudged, ordered and decreed, that the said Arthur Carr, he, and his is hereby appointed trustee to carry out the contract of sale set forth in said Exhibit #3. and the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court, or the Clerk thereof in the penalty of Four thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any further decree or order in the premises: he shall thereupon to, and deliver to, the said George B. Furman, a good and valid deed for the land described and sold per said Exhibit #2, upon receiving from him the balance of purchase money in cash, in accordance with the said Exhibit #3.

It is further adjudged, ordered and decreed that the payments made to Arthur Carr, guardian, under said Contract of Sale, shall be paid over to the said trustee, and that the said trustee shall turn over to the guardian of said James Martiner Carr, infant, said money, provided said guardian is duly bonded as such guardian, in the sum of Four thousand Dollars, for the faithful performance of his guardianship; the management of said trust funds, and the investment and re-investment of the same, to be under the orders, present and future, of this Court.

Wm. Meverell Loker,
Associate Judge.

Filed Jany. 9, 1926

Trustee's Bond

Know All Men By These Presents, That we, Arthur Carr of Prince Georges County, Maryland, and William P. Magruder, of said County and State, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand ($4,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the 26th day of July, in the year of our Lord one thousand nine hundred and twenty six.

Whereas, the above bounden, Arthur Carr, by virtue of a Decree of the Circuit Court of St. Mary's County, Maryland, has been appointed trustee to carry out the Contract of Sale set forth in Exhibit #3, filed in these proceedings (#1462 in Equity) and to execute and deliver to the said George B. Furman, a good and valid deed for the land described

and sale, per said Exhibit #2, upon receiving from him the balance of purchase money in cash, in accordance with the said Exhibit #2, and to turn over to the guardian of the said James Mortimer Carr, Infant, said money, provided said guardian is duly bonded as such guardian, in the sum of Four Thousand ($4,000) Dollars, for the faithful performance of his guardianship.

Now the conditions of the above obligation are such that if the above bounden Arthur Carr, does and shall, well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or Order in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in Law.

Test:
L. Marvin Peach.

Arthur Carr (Seal)
W. P. Magruder (Seal)
July 27, 1926

I would accept and approve this bond if offered in this Court.
(Court)
(Seal)

H. W. Hall.
Clk. of Circuit Court for
Pr. Geo. Co.

Bond approved and filed July 29, 1926

Jas. M. Mattingly
Clerk.

Sarah A. Guy and Henry J. Guy, her husband.

vs.

Mary Violet Evans, Arthur V. Evans, her husband, Janie E. Downs and George A. Downs, her husband, Flora Alberta Longley and Wade H. Longley, her husband, Mamie Catharine Conway, and Henry G. Conway, her husband, James Alvin Bawles, and Catharine A. Bawles, his wife, Defendants.

In the Circuit Court for St. Mary's County, Maryland.

In Equity, No. 1727 N.E.

Bill of Complaint for sale of Real Estate for purpose of partition with two ephibits.

To the Honorable the Judge of said Court:—

Your orators complaining say:—

1. That a certain John F. Bawles, late of Saint Mary's County, State of Maryland, deceased, departed this life February 18th, 1934, intestate, seized and possessed of a tract or parcel of land situate, lying and being in the Third Election District of Saint Mary's County, State of Maryland, called and known by the name of Small Hope, containing ninety-five acres of land more or less, and being all and the same tract or parcel of land conveyed to the said John F. Bawles by the two following deeds: First: Deed from William T. Harrison and J. Robert Harrison, dated September 20th, 1893, and recorded in Liber J. J. G. No. 1, Folio 507, one of the Land Records of Saint Mary's County, Maryland. Second:— Deed from William C. Bawles and Annie Violet Bawles, his wife, dated Dec. 6th, 1904, and recorded in Liber E. B. A. No. 4, Folio 174, one of the Land Records of Saint Mary's County, Maryland, certified copies of said deeds being hereunto filed, as part hereof, marked "Plaintiff's Exhibit A," and "Plaintiffs Exhibit B," respectively.

2. That the said John F. Bawles left surviving him as his heirs at law and next of kin, the following persons: a daughter Sarah J. Guy, the plaintiff in this case, who intermarried with a certain Henry J. Guy, both of whom are adults, and reside in Saint Mary's County, Maryland; a daughter, Mary Violet Evans, who intermarried with a certain Arthur V. Evans, both of whom are adults and reside in Saint Mary's County, Maryland; a daughter, Janie A. Downs, who intermarried with a certain George A. Downs, both of whom are adults and reside in the City of Washington, D. C.; a daughter, Flora Alberta Longley, who intermarried with a certain Wade H. Longley, both of whom are adults and reside in Sherburn, Massachusetts, a daughter, Mamie Catharine Conway, who intermarried with a certain Henry G. Conway, and a son, James Alvin Bawles, who intermarried with a certain Catharine A. Bawles, both of whom are adults and reside in Washington D.C.

3. That your orators are advised and so aver that the said real estate is now the fee simple property of the above named heirs at law of the said John F. Bawles, who was divorced, as tenants in common.

4. That said real estate is improved by a main dwelling

house of six rooms, a six room tenant house, four tobacco barns, two corn houses, hen houses, garage and other smaller out-buildings, and is nearly all cleared.

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

To the end, therefore:—

1. That a decree may be passed, appointing a Trustee to sell said real estate for the purpose of partition and for the division of proceeds of sale, among those entitled as above set forth.

2. That your orator may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena, directed to the said Mary Violet Evans and Arthur W. Evans, her husband, both adults and both residing in St. Mary's County, Maryland, commanding them and each of them to appear in this Court on some certain day, to be named therein, to answer the premises and abide by and perform such order or decree as may be passed therein, and also the order of Publication giving notice to the said Janie E. Downs, George A. Downs, Flora Alberta Longley, Wade H. Longley, Mamie Catharine Conway, Henry G. Conway, James Alvin Bowles and Catharine A. Bowles, all of whom are non-residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree should not be passed as prayed.

And as in duty bound, etc.

John H. T. Briscoe
Solicitor for Plaintiff.

Filed February 6, 1935.

Plaintiff's Exhibit "A."

This Deed made this 20th day of Sept. in the year Eighteen hundred and ninety three by us William T. Harrison and J. Robt. Harrison.

Witnesseth that in consideration of the sum of Six Hundred dollars, We the said William T. Harrison & J. Robt. Harrison, do grant unto John F. Bowles all that property located in Leonardtown District, St. Mary's Co. Maryland called and known by the name of "Small Hope" containing ninety-five acres more or less, it lies north of George F. Tennison's farm and west of the public road running from Britons Neck to the Head of St. Clements Bay and is bounded north and east by Stone & Harp's farm.

Witness our hands and seals

William T. Harrison (Seal)
Robert Harrison (Seal)

I hereby certify that the above Deed is acknowledged and signed in my presence this 16th day of January 1894.

Wm. T. Bailey, J. P.

State of Maryland, Saint Mary's County, to-wit:

I hereby certify, that the above and aforegoing is a true and correct copy of the deed from William T. Harrison and Robert Harrison, to John F. Bowles, dated September 20, 1893, as recorded in Deed Liber J. J. G. No. 1, Folio 507, one of the Land Records of St. Mary's County, State of Maryland, on the 20th. day of March, 1894, at 4 00 o'clock P. M.

In testimony whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 6th. day of February, in the year one thousand nine hundred and thirty-five.

(Court Seal)

Jos. M. Mattingly
Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed February 6, 1935.

Plaintiff's Exhibit "B"

This Deed Made this 6th day of December, Nineteen hundred and Four, by us William C. Bowles and Annie Violet Bowles his wife, of St. Mary's County, Maryland.

Witnesseth: that in consideration of the sum of Fifteen hundred Dollars, we, the said William C. Bowles and Annie Violet Bowles his wife, of St. Mary's County, Maryland, do grant unto John F. Bowles, of St. Mary's County, all that tract or parcel of land lying and being in the 3rd Election District of St. Mary's County, called and known as "Small Hope" containing Ninety five acres, more or less. The said property being more accurately described in a deed of recent date from the said J. Frank Bowles to William C. Bowles.

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

Test:
Walter B. Dorsey

William C. Bowles (Seal)
Annie Violet Bowles (Seal)

State of Maryland, St Mary's County, to-wit:

I hereby certify that on this 6th Day of December, 1904 before me, the Subscriber, one of the Justices of the Peace of the State of Maryland in and for St. Mary's County, personally appeared William C. Bowles and Annie Violet Bowles his wife and acknowledged the aforegoing deed to be their respective act.

Walter B. Dorsey, J. P.

State of Maryland, Saint Mary's County, to-wit:

I hereby certify, that the above and aforegoing is a true

and correct copy of the deed from William C. Bowles and Annie Violet Bowles, his wife, to John F. Bowles, dated December 6, 1904 as recorded in Deed Liber E. B. A. No. 4, Folio 174, on the 7th day of December, in the year 1904, at 4:00 o'clock P. M.

In testimony whereof, I hereto set my hand and hereto affix the seal of the Circuit Court for Saint Mary's County, State of Maryland, this 6th day of February, in the year one thousand nine hundred and thirty five.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

Filed February 6, 1935.

Subpoena to answer bill of complaint.

St. Mary's County, to-wit:

The State of Maryland to Mary Violet Evans, Arthur V. Evans, of Saint Mary's Greeting:

We command and enjoin you, that all excuses set aside you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of March to answer the Bill of Complaint of Sarah A. Guy et vir for sale of real estate of John F. Bowles, deceased against you in said Court exhibited. Whereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 6th day of February, 1935.

Issued 6th day of February, 1935.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required. The defendants are required to file their answer, or other defense, in the office of the Clerk of the Circuit Court for St. Mary's County, within fifteen days after the return day.

Summoned and copies left with each.

J. B. Love,
Sheriff.

Order of publication against non-residents.

The object of this suit is to procure a decree for the sale of certain real estate in St. Mary's County Maryland, of which John F. Bowles died seized and possessed, for the purpose of partition among the heirs of the said John F. Bowles.

The bill, in substance, states that the said John F. Bowles departed this life February 18th, 1934 intestate, seized and possessed of a tract of land in the Third Election District of St. Mary's County, Maryland, called and known by the name of "Small Hope" containing ninety-five acres of land, more or less,

and being conveyed to the said John F. Bowles by deed from William T. Harrison and J. Robert Harrison dated September 20th., 1893, and recorded in Liber J. J. G. No. 1, Folio 507, one of the Land Records of St. Mary's County Maryland, and also by deed from William C. Bowles and Annie Violet Bowles, his wife, dated December 6th., 1904 and recorded in Liber E. B. A. No. 4, Folio 174 one of the Land Records of Saint Mary's County Maryland; that the said John F. Bowles left surviving him the said Sarah A. Guy, Mary Violet Evans, Janie E. Downs, Flora Alberta Longley, Mamie Catharine Conway, and James Alvin Bowles as his only heirs at law and next of kin; that the said Janie A. Downs, George A. Downs, Flora Alberta Longley, Wade G. Longley, Mamie Catharine Conway, Henry G. Conway, James Alvin Bowles and Catharine A. Bowles are non-residents of the State of Maryland, that said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds divided among the parties entitled thereto, according to their several interests.

It is, thereupon, this 21st day of February, in the year 1935, ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, that the plaintiffs by causing a copy of this order to be inserted in some newspaper published in St. Mary's County Maryland, once in each of four successive weeks before the third Monday of March, 1935, 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 4th day of April, 1935, next, to show cause, if any they have, why this decree should not be passed as prayed.

Jas. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed February 20, 1935.

Answer of Flora Alberta Longley and Wade G. Longley.

To the Honorable the Judges of said Court:—

The answer of Flora Alberta Longley and Wade G. Longley, her husband to the bill of complaint of Sarah A. Guy et al., against them and others in this Court exhibited.

These defendants admit the allegations of the bill of complaint heretofore filed in this case, and consent to the sale of the real estate of which the late John F. Bowles died seized and possessed, for the purpose of division of proceeds of sale among the heirs of the said John F. Bowles, as prayed in said bill of complaint.

Witness:
Edward L. Kneeland

Laura Alberta Longley.
Wade G. Longley.

Filed Feby. 27, 1935.

1737 N. E.

Judgment

In the Circuit Court for St. Mary's County. Jas. M. Mattingly, Clerk.
No. 22 Docket Appx. Term, March, 1932 Page 6
Claude E. Guy Plaintiff vs. Sarah A. Guy, Henry J. Guy, Defendants.
Plaintiff's Costs $10.85
Defendants Costs $
March 21, 1932 Fiat Judgment in favor of Plaintiff for $454.47 with interest from March 21, 1932 and costs; and Rights of exemption waived and 15 per cent Attorney's fees for collection.
Received payment of $3.85.
Clerk's Costs $2.00
Sheriff's Fee 3-27-32
Wm. H. Fenwick, deputy.
Paid by Claude E. Guy, Plaintiff

True Copy Test:
(Court Seal)
Jas. M. Mattingly
Clerk.

Filed March 25, 1932

Certificate of Publication of Order of Publication

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order of Publication has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the Third Monday in March, 1932, and that the first publication appeared in the issue of Feb. 25nd 1932.

A. F. King,
Publisher.

The object of this suit is to procure a decree for the sale of certain real estate in St. Mary's County, Maryland, of which John F. Bowles died seized and possessed, for the purpose of partition among the heirs of the said John F. Bowles.

The bill, in substance, states that the said John F. Bowles departed this life February 18th, 1934 intestate, seized and possessed of a tract of land in the Third Election District of St. Mary's County Maryland, called and known by the name of "Small Hope," containing ninety-five acres of land, more or less, and being conveyed to the said John F. Bowles by deed from William T. Harrison and J. Robert Harrison, dated September 20th, 1893, and recorded in Liber J. H. S. No. 1, Folio 507 one of the Land Records of St. Mary's County Maryland and also by deed from William C. Bowles and Annie Violet Bowles, his wife, dated December 6th, 1904, and recorded in Liber C. B. A. No. 4 Folio 174, one of the Land Records of Saint Mary's County Maryland, that the said John F. Bowles left surviving him the said Sarah A. Guy, Mary Violet Evans, Janie E. Downs, Flora Alberta Longley, Mamie Catharine Conway and James Alvin Bowles as his only heirs at law and next of kin; that the said Janie A. Downs, George A. Downs, Flora Alberta Longley, Wade H. Longley, Mamie Catharine Conway, Henry G. Conway, James Alvin Bowles and Catharine A.

Bowles are non-residents of the State of Maryland, that the said real estate is not susceptible of partition without material loss and injury to the parties intitled to interests therein as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds divided among the parties entitled thereto, according to their several interests.

It is thereup this 21st day of February, in the year 1935, ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in St. Mary's County, Maryland, once in each of four consecutive weeks, before the Third Monday of March, 1935, 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 4th day of April, 1935, next, to show cause, if any they have, why this decree should not be passed as prayed.

True Copy - Test:
Joseph M. Mattingly,
Clerk.

Joseph M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Mar. 27, 1935.

Petition and order for decree Pro Confesso and leave to take testimony.

To the Honorable the Judges of the Circuit Court for St. Mary's County, Maryland:—

The Petition of Sarah A. Guy and Henry G. Guy, Plaintiffs in the above entitled case, respectfully states:—

1. That the defendants, Mary Violet Evans and Arthur V. Evans, have been duly summoned to appear to the bill of complaint heretofore filed in this case and have failed to appear thereto within ~~thre~~ time allowed by law; and the non-resident defendants, Janie E. Downs, George A. Downs, Mamie Catharine Conway, Henry A. Conway, James Alvin Bowles and Catharine A. Bowles, have failed to appear and answer the said bill of complaint, although the time allowed by the order of publication heretofore filed in this case has passed as shown by certificate of publication of said order of publication, heretofore filed in this case.

Your petitioners therefore pray your Honorable Court for a decree ~~pro~~ Confesso against said defendants, and for an order to take testimony to support the allegations of the bill of complaint heretofore filed in this case. And as in duty bound, etc.

John H. T. Briscoe,
Solicitor for Plaintiffs.

Upon the aforegoing petition it is this 27th day of April, in the year 1935, ordered, adjudged and decreed by the Circuit Court for St. Mary's County, Maryland, in Equity that the allegations of the bill of complaint heretofore filed in this case be taken pro confesso as against said defendants, and it is further ordered that leave be granted said plaintiffs to take testimony before the standing examiner of this Court to support the allegations of said bill of complaint.

Wm. Mewrell Loker,
Judge.

1727 N. E.

Filed April 27, 1935.

Examiner's Return of Testimony, together with two exhibits, filed with Bill of Complaint.

To the Honorable, Judges of the said Court:—

The above cause being at issue and notice having been given me by the Solicitor for the Plaintiffs, (leave of Court having been first obtained), I, H. Henry Camalier, one of the Standing examiner of the Circuit Court for St. Mary's County, Maryland, In Equity, duly appointed, qualified and sworn, met on the 2nd day of May, 1935, and assigned the 4th day of May, 1935, at 2 o'clock P. M. at the office of John H. T. Briscoe, Attorney, in Leonardtown, St. Mary's County, Maryland, as the day, time and place for the examination of witnesses in the said Cause, at which last mentioned day, time and place, I attended in accordance with notice previously given of such meeting, and proceeded in the presence of John H. T. Briscoe, attorney for the Plaintiffs, the witnesses to take the following questions and the answers thereto—
(No appearance being entered for the Defendants)

Claude E. Guy, a witness of lawful age, who being produced and by me duly sworn testifies as follows to interrogatories propounded.
State your name. Age. Residence and occupation?
Claude E. Guy. 54 years of age. Clements, St. Mary's County, Maryland. Merchant.
Are you acquainted with the parties to this suit, or any, and which of them?
I know them all except Wade Longley and Henry L. Conway.
Did you know the late John F. Bowles during his lifetime, is he living or dead?
I knew Mr. Bowles very well. He is dead. He died in February 1934. I do not think he left a will. I never heard of one.
Do you know the property mentioned in these proceedings and did the said John F. Bowles own the said property?
I know the property very well and Mr. John F. Bowles owned the same.
Will you please describe this property, stating its situation and value, also stating what improvements if any, are on the same?
This property is situated in the Third Election District of this County, and on the road leading from Clements to Compton. There is about 75 acres of tenantable land on the place and the balance in wood and swamp. The improvements consists of a main dwelling, tenant house, three barns, cornhouses (2) Stable, garage and other smaller buildings. I think the farm should bring Five Thousand dollars ($5,000.00).
Is or is not the real estate above described of which the said John F. Bowles died seized and possessed susceptible of division among his heirs having interests therein without material loss and injury to them?
It could not be divided equitably among them, that is the six

heirs because the farm is too small and also on account of the arrangement of the buildings, the arable land and the swamp and woodland. The only practical way to make a division would be to have the property sold and to divide the proceeds.
In answer to the general interrogatory propounded by the examiner to the witness, he answered, I don't know of anything else that would be of interest."
Test: Claude E. Guy.
E. Henry Lamdin.

Joseph G. Thompson, a witness of lawful age, who being produced and duly sworn, testifies as follows to interrogatories propounded.
State your name. Age. Residence and occupation?
Joseph G. Thompson, 35 years of age. Lowbille, St. Mary's County, Maryland. Farming.
Are you acquainted with the parties to this suit, or any, and which of them?
I know them all except Mr. Longley and Mr. Conway.
Did you know the late John F. Bawlbe in his lifetime, is he living or dead, and if dead, when did he die and did he have a last will and testament?
I knew the late John F. Bawles, He is dead. He died in the month of February, 1934. He did not leave any last will and testament. In fact I have never heard of his leaving any.
Do you know the property mentioned in these proceedings, and did the said John F. Bawles own this property?
I am well acquainted with this property, and Mr. John F. Bawles owned it.
Will you please describe this property, stating its situation and value, also stating what improvements, if any, are on it?
It is situated in the Third Election District of St. Mary's County, Maryland, and is situated on the road leading from Clements to Compton, on St. Clements Bay. I would judge that there is about 70 or 75 acres of tillable land and the balance in wood and swamp land. The improvements consists of two dwellings, three barns, stable and hayloft combined, corn houses, garage and other smaller buildings. I would think that this property should bring Five Thousand dollars.
Did the said John F. Bawles leave any heirs surviving him?
Yes, he left six children. Sarah A. Guy, who married Henry J. Guy, both adults and both live in St. Mary's County, a daughter, Mary Violet Evans who married Archur V. Evans, Black adults and live in St. Mary's County; Janie E. Downs who married George A. Downs, both adults and live in Washington, D. C. Laura Alberta Longley, who married Wade H. Longley, both adults and live in Boston, Mass. Mamie Catharine Conway who married Henry E. Conway, both adults and live in Washington, D.C. James Alvin Bawles who married Catharine A. Bawles, both adults and live in Washington, D.C.
Is or is not the real estate of which the said John F. Bawles died seized and possessed subceptible of division among his heirs having interests therein without material loss and injury to them?

I don't see how the property could be divided among the six heirs, because of the location of the buildings, the small acreage of the land, it would be impossible to make an equal division. The only practical way to divide this property is to sell the same and them divide the proceeds.
On answer to the general interrogatory propounded by the examiner to the witness, he answered, That is all.
Test:
L. Henry Camalier

Joseph G. Thompson.

Henry J. Guy, being produced in his own behalf and by me duly sworn testifies as follows to interrogatories propounded.
State your name. Age. Residence and Occupation?
Henry J. Guy. 49 years of age. Loveville, St. Mary's County, Maryland. Farmer.
Are you acquainted with the parties to this suit, or any, and which of them?
I know them all.
Did you know the late John F. Bowles in his lifetime, is he living or dead, and if dead, when did he die and did he leave a last will and testament?
I knew the late John F. Bowles, I married his daughter. He is dead, and died on the 18th day of February, 1934 in St. Mary's County, Maryland. He left no will that has ever been discovered.
Do you know the property mentioned in these proceedings, and did the said John F. Bowles own this property?
I am well acquainted with this property, I said Mr. John F. Bowles owned.

(Plaintiff's Attorney hereupon files with Examiner certified copy of deed from William T. Harrison and J. Robert Harrison dated September 26th, 1893, and recorded in Liber J. J. G. No. 1, Folio 207, and also deed from William C. Bowles and Annie Violet Bowles, his wife, marked respectively plaintiff's examiner's exhibits A and B.)
Will you please describe this property stating its situation and value, also stating what improvements if any, are on it?
It is situated in the Third Election District of St. Mary's County Maryland, on the road from Clements to Compton, adjoining the property of John B. Abell, Warren J. Guy and A. J. Tennison. I would say that there is 75 or 80 acres of tillable land, balance in woods and swamp. The improvements consists of a main dwelling house of six rooms and a hall, tenant house of six rooms, three barns, big stable and hay loft, two cornhouses, two big poultry houses, garage, meathouse and other small out buildings. I think that about $5000.00 at this time is a fair price.
Did the said John F. Bowles leave any heirs surviving him?
He left the following children, my wife Sarah A. Guy, who is an adult and lives in St. Mary's County Maryland; Mary Violet Evans whose husband is Arthur T. Evans both living in St. Mary's County Maryland, Janie E. Downs whose husband is George A. Downs, who lives in Washington, D.C. Laura Alberta Longley whose husband is Wade G. Longley, both in

Massachusetts. James Alvin Bawles whose wife is Catharine A. Bawles, both living in Washington, D.C. Mamie Catharine Conway, whose husband is Henry St. Conway, who live in Washington, D.C. all of these parties are adults.
Is or is not the real estate above described of which the said John F. Bawles died seized and possessed susceptible of division among his heirs having interests therein without material loss and injury to them.
I see no way by which the property could ~~be~~ divided among the six heirs equally without loss and injury to some of them on account of the small acreage, the large number of heirs, the location of the buildings, the arable land and etc. The only practical way to make a division would be to sell the property and divide the money.
In answer to the general interogatory propounded by the examiner to the witness, he answered, No.

Test:
C. Henry Cavalier.

Henry J. Guy

No other witnesses being named or produced to me, I, then at the request of the Solicitor for the Plaintiffs closed the depositions taken in the said cause and now return them closed under my hand and seal, this 6th day of May, 1935, to this Honorable Court, together with two exhibits originally filed with the bill of Complain.

C. Henry Cavalier Seal
Examiner

Costs and expenses of the above commission on part of Plfts.

C. Henry Cavalier,	Examiner	$8.00
Claude E. Guy,	Witness	.75
Joseph G. Thompson,	do	.75

Filed May 6, 1935

Plaintiff's Examiner's Exhibit "A."

Filed May 4th, 1935.
Refer to page 14 for Plaintiff's Exhibit "A."

C. Henry Cavalier,
Examiner.

Re-filed May 6, 1935.

Plaintiff's Examiner's Exhibit "B."

Filed May 4th, 1935
Refer to page 15 for Plaintiff's Exhibit "B."

C. Henry Cavalier,
Examiner

Re-filed May 6, 1935.

Decree.

The above cause standing ready for hearing and being submitted without argument on the bill, answers and testimony, the Bill answers, testimony and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 29th day of May in the year nineteen hundred and thirty-five by the Circuit Court for Saint Mary's County, in Equity, Adjudged, Ordered and Decreed, that the real estate of which the late John F. Bowles died seized and possessed consisting of a farm containing ninety-five acres of land more or less, called and known as Small Hope, in the Third Election District of St. Mary's County, Maryland, being the property mentioned in the proceedings be sold and that John W. T. Briscoe be and is hereby appointed Trustee to make said sale, and that the course and manner of h 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 ($6,000.00) Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or Order in the premises: he shall then proceed to make said sale, having given at least three weeks notice by advertisement inserted in such newspaper or newspapers published in Saint Mary's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be as follows: one-third of purchase price at time of ratification of sale, one-third in one year, and one-third in two years, All deferred payments to be secured to the satisfaction of the trustee, and to bear interest at the rate of six per centum per annum, or all cash at the option of the purchaser. A deposit of $ 400.00 will be required of the purchaser on the day and at the time of sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale, and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claims of the parties hereto, Complainant and defendant, and those claiming by, from or under them or either of them. And the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission of 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.

Wm. Mencrell Loker,
Judge.

Filed May 29, 1935.

Bond of Trustee

Know All Men By These Presents, That we, John W. T. Briscoe,

Trustee, as Principal, and American Bonding Company of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand ($6000.00) Dollars, to be paid to the said State or its certain Attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-second day of June in the year Nineteen Hundred and Thirty-five.

Whereas the above bounden John W. T. Briscoe, by virtue of a Decree of the Circuit Court for St. Mary's County, Maryland, in Equity, passed on May 29th, 1935, in a cause entitled "Sarah A. Guy, et al, Plaintiffs, vs Mary Violet Evans, et al, Defendants" being No. 1727 N.E., was appointed Trustee to sell the real estate mentioned in the proceedings in the cause herein referred to.

Now the Condition of the above obligation is such, that if the above bounden John W. T. Briscoe Trustee, do and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any further Decree or Order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Test as to both.
Estelle Burch.

John W. T. Briscoe (Seal)
Trustee.

(Bond)
(Seal)

American Bonding Company of Baltimore
By Louis F. Ebell
Attorney-in-Fact.

The within bond, with surety, hereby approved this 22nd day of June, 1935. Recorded in Bond Record Liber J. M. H. No. 1, Folio 54.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed June 22d, 1935 at 9.15 o'clock A. M.

Report of Sale of Real Estate

To the Honorable, the Judges of said Court:

The report of John W. T. Briscoe, Trustee, appointed by decree of this Court, passed in the above entitled cause, dated the 29th day of May in the year 1935, to make said of said 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 said decree, and giving notice of the time, manner, and terms of sale by advertisements inserted in the St. Mary's Beacon a newspaper printed and published in St. Mary's County, Maryland, for at least three weeks before the day of sale, he did, pursuant to said Notice, attend at the courthouse door at Leonardtown, St. Mary's County, Maryland, on the 22d. of June in the year 1935, at one o'clock, P. m. and then and there proceeded to sell said proceeded to sell said property in the manner to the highest

bidder, the property mentioned in said decree, situated in the Third Election District of St. Mary's County, Maryland, containing ninety-five acres of land, more or less, and being the same land and premises of Orphied John F. Bankhead, sieged and possessed and your trustee sold the above described property to Elmer Woodburn for the sum of Forty-six Hundred and Fifty dollars ($4650-00), he being at that time and at that price the highest bidder therefor, the terms of sale being one-third of purchase price at time of final ratification of sale, one-third in one year and one-third in two years or all cash at the option of purchaser with a deposit of Four Hundred Dollars required of the purchaser on the day and at the time of sale and your trustee reports that said purchaser has complied with the terms of sale as required by the decree and he feels sure that he will comply with the further terms of sale to the satisfaction of your trustee.

Respectfully submitted

John N. T. Briscoe
Trustee.

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this twenty-fourth day of June in the year 1932, before me, the subscriber, the Clerk of the Circuit for St. Mary's County, Maryland, personally appeared John N. T. Briscoe, Trustee, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Jos. M. Mattingly,
Clerk.

Filed June 24, 1932-

Certificate of Publication of Notice of Sale of Real Estate

This is to certify that the appended Notice of sale of real estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County Maryland once a week for three successive weeks, prior to the 22d day of June 1932 and that the first publication appeared in the issue of May 31st, 1932-

A. F. Ring,
Publisher.
for G. F. Fenwick.

(John N. T. Briscoe Solicitor)

Trustee's Sale of valuable real estate in Saint Mary's County Maryland.

Under and by virtue of a decree of the Circuit Court for St. Mary's County, Maryland, in Equity, passed on the 29th day of May in the year 1932 in a case in said Court pending in which Sarah E. Guy and others are Plaintiffs and Mary Violet Evans and others are Defendants, the undersigned as Trustee will sell by public auction at the Court House door at Leonardtown, St. Mary's County, Maryland, at the hour of one o'clock in the afternoon on Saturday June 25, 1932- all that tract or parcel of land, situate in the Third Election District of St. Mary's County, Maryland called and known by the name of "Small Hope"

containing 95 acres of land, more or less, and being all and the same tract of land of which John F. Bowles died, seized and possessed, which was conveyed to the said John F. Bowles by the two following deeds:

First: Deed from William T. Harrison and J. Robert Harrison, dated September 30, 1933 and recorded in Liber J. J. H. No. 1, Folio 507, one of the Land Records of St. Mary's County, Maryland.

Second: Deed from William C. Bowles and Annie Violet Bowles, his wife, dated December 6, 1904, and recorded in Liber E. B. A. No. 4, Folio 174, one of the Land Records of St. Mary's County, Maryland.

This is a very desirable property for farming or residential purposes, being located near Stoned Wharf on St. Clements Bay and convenient to the water, churches, schools, stores etc. It is improved by a main dwelling house, tenant house, three barns, stable, corn houses, poultry houses, garage and other smaller buildings. The land consists of about twenty-five or eighty acres of arable land, balance in woods and swamp. The soil is in fine state of cultivation and is well suited to the growth of staple crops and the land is particularly good tobacco soil.

Terms of Sale — One-third at the time of ratification of sale, one-third in one year, and one-third in two years, or all cash at the option of the purchaser. Deferred payment if any to be secured to the satisfaction of the Trustee or to bear interest at the rate of 6% per annum. A deposit of Four Hundred Dollars ($400.00) will be required of the purchaser on the day and at the time of sale. Taxes and insurance to be adjusted to date of ratification of sale. Conveyancing at the cost of purchaser.

John W. T. Briscoe,
Trustee.

Filed June 24, 1935.

Order Nisi on Sale of Real Estate.

Ordered by the Circuit Court for St. Mary's County, State of Maryland, in Equity, this twenty-second day of June in the year nineteen hundred and thirty-five, that the sale of the property mentioned in these proceedings made and reported by John W. T. Briscoe, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the fourth Monday of July next the year nineteen hundred and thirty-five, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the fourth Monday in July, nineteen hundred and thirty-five, next. The report states the amount of sale to be Forty-Six Hundred and Fifty Dollars ($4650.00).

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed June 24, 1935.

Certificate of Auctioneer

This is to certify that I acted as Auctioneer for the

sale of the land containing ninety-five acres, more or less, situated in the Third Election District of St. Mary's County, Maryland, being land of which John F. Bowles, died, seized and possessed, sold by John W. T. Briscoe, Trustee in the case of Sarah A. Guy et al, Plaintiffs, vs. Mary Violet Evans, et al, Defendants. No. 1727 N. E. On July 22, 1935, and sold the same at public auction at the Courthouse door at Leonardtown, St. Mary's County, Maryland to Wilmer Woodburn, he being then and there the highest Bidder therefor at and for the sum of Four Thousand Six Hundred and Fifty Dollars ($4650). I further certify that said sale was fairly made to the best of my knowledge and belief.

J. Bernard Long,
Auctioneer.

Filed June 27, 1935.

Certificate of publication of Order Nisi on sale of Real Estate

This is to certify that the appended Order Nisi #1727 has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks prior to the Fourth Monday in July, 1935 and that the first publication appeared in the issue of June 28, 1935.

A. F. King,
Publisher.
Per A. F. Fenwick.

Ordered by the Circuit Court for St. Mary's County, State of Maryland, in Equity, this twenty-fourth day of June in the year nineteen hundred and thirty-five, that the sale of the property mentioned in these proceedings made and reported by John W. T. Briscoe, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the fourth Monday of July in the year nineteen hundred and thirty-five, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of four successive weeks before the Fourth Monday in July, nineteen hundred and thirty-five next. The report states the amount of sale to be Forty-five Hundred and Fifty Dollars ($4650.00).

True Copy - Test:
Jos. M. Mattingly.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed July 23, 1935.

Order of final Ratification of sale of Real Estate and reference to Auditor

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 23d day of July, 1935, that the sale of the real estate made and reported by John W. T. Briscoe, Trustee in the above entitled case, being the real estate of which the late John F. Bowles died seized and possessed, called and known as Small Hope, situate in the Third Election District of St. Mary's County, Maryland, be and the same is hereby finally Ratified and confirmed, no cause to the contrary thereof having been shown,

although due notice appears to have been given as shown by certificate of publication of order nisi on said sale, heretofore filed in this case. And the papers in this case are hereby referred to the Auditor of this Court, in order that he may state an account between the said Trustee and those interested in the distribution of the proceeds of said sale.

Wm. Merrell Loker,
Judge.

Filed July 23, 1932.

Judgment

No. 7 Docket Appr. Term December, 1930 Page 2.
Fiat In the Circuit Court for St. Mary's County. Jos. M. Mattingly, Clerk.
The First National Bank of St. Mary's, at Leonardtown, a corporation, Plaintiff vs. Sarah A. Guy and Henry J. Guy, Defendants.
Plaintiff's Costs $10.82
Defendant's Costs
December 1, 1930 Fiat Judgment in favor of Plaintiff for $801.94 with interest from December 1, 1930 and costs. with Rights of exemption waived and 10 per cent Attorney's fee for collection.
Received payment of $2.82.
Clerk's Costs & Sheff. Costs. December 1, 1930.
Wm. S. Temoyek, Deputy
Paid by B. N. Carnalick, Atty.

True Copy, Test:
Jos. M. Mattingly,
Clerk.

(Court)
(Seal)

List 801.94
6/24/32 Credit 2.20
799.74
Cr. 9/10/33 Int. .28
799.46
6/30/31 Int. fd. to June 1, 1931 24.02
2/1/32 Part Int. to 12/1/31 3.00
2/16/32 Bal. " to 12/1/31 21.06
6/24/32 Int. fd to June 1, 1932 24.02
1/9/33 " " " Dec. 1, 1932 24.00
Jul. 24, 1932 " " June 1, 1932 24.00
Jan. 11, 1934 to June 1, 1934 27.98
6/21/32 Cr. 2.00
Jul. 5, 1932 Int. fd. to 1/1/32 42.82
2/21/32 " " ? 3.00
Filed July 25, 1932.

Judgment

The First National Bank of St. Mary's at Leonardtown, Md. vs. Arthur V. Evans Mary V. Evans.
Before John R. Drury a Justice of the Peace of the State of Maryland in and for St. Mary's County.
May 24th, 1934. Judgment confessed by Defendants in favor of the Plaintiff for Forty, Four & 72 Dollars C. M. debt, with interest from May 24th 1934. with respective rights of exemption waived: 10 per cent commission for Attorney's fee, and $8.25 costs.

1727 N. E.

True Copy - Test:
John R. Drury, J. P.

John R. Drury J. P. Seal

Received this 29th day of May, 1934 at 3:30 o'clock P. M. for record and same day recorded in J. P. Judt. Record Liber J. M. M. No. 1, Folio 131, No. 2-08. One of the records of St. Mary's Co., and examined per me.

Jas. M. Mattingly,
Clerk.

Recdg. $02 Paid.
Filed July 25, 1935.

Tax Bill

No. 433.
Mr. John F. Rawles Third District
To Joseph B. Drury, County Treasurer, Dr. Taxes for year 1934.
Due September 1, 1934

To County Tax on $4320 rate 92c on $100.	$39.74
To State Tax on $ " rate 22c on $100.	9.51
To 5 per cent Commission on State Tax	48
To interest on County Tax from Sept. 1, 1934	2.39
To interest on State Tax from Sept. 1, 1934	29
	$52.70

Filed July 30, 1935.

Bill
St. Mary's Beacon.

John H. T. Briscoe, Atty. #1727 N. E.
Sarah A. Guy v Violet Evans Et. al. #1727
1935

Feb. 22	To pub. Order of Publication 1½ in 4t.		$4.12
May 31		Notice of Sale 10 in 4t.	2.50
July 12		Order Nisi on Sale	1.50
Aug. 1		Order Nisi on audit	1.50
			$9.62

Filed July 30, 1935.

Bill
So. Md. R. E. & Ins. Agency

John H. T. Briscoe, Trustee 1727 N. E. June 22, 1935.
Guy vs. Evans.
1935

June 22	To Premium on Trustee's Bond,	24.00

Filed July 30, 1935.

Auditor's Report

On account with John H. T. Briscoe, Trustee for the sale of Real Estate of John F. Rawles, for the purpose of partition and distribution.

By Amount of proceeds from sale of Real Estate			$4,650.00
To Amt. due	Jas. M. Mattingly, Clerk, his fee		$17.50
" " "	John H. T. Briscoe, Attorney, his fee		20.00
" " "	John H. T. Briscoe, Trustee, his commissi		279.00

To Amt. due J. Bernard Love, Sheriff, his fee		$ 2.00
" " " C. Henry Camalier, Examiner, his fee		8.00
" " " Claude E. Guy, Witness, his fee		.75
" " " Joseph D. Thompson, Witness, his fee		.75
" " " Ko. Md. R. E. & Ins. Agency, Prem. on Bond		24.00
" " " W. Bernard Long, Auctioneer, his fee		5.00
" " " St. Mary's Beacon, Advertising		95.62
" " " Aloysius J. King, Auditor, his fee		9.00
" " Distributable to Taxes, etc.		$4,178.37
	$4,650.00	$4,650.00
By Amt. distributable to taxes, etc.	$4,178.37	
To Amt. to Jos. B. Drury, Cr. Treas. Taxes 1934		$ 52.70
" Amount distributable to heirs		$4,125.67
	$4,178.37	$4,178.37
By Amt. distributable to heirs, ut supra	$4,125.67	
Amt. due Sarah A. Guy, a Daughter, 1/6 $687.61		
To The First National Bank of St. Mary's, to apply on Judgment principal, interest and costs of $833.29		$ 687.61
Amt. due Mary F. Evans, a Daughter, 1/6 $687.61		
To The First National Bank of St. Mary's, Judgment principal, interest and costs in Full.		49.32
To J. Bernard Love, Sheff. Fee on Fi Fa		3.75
To Jos. M. Mattingly Clerk same		1.35
To Wm. Aleck Loker, Atty. 10% Commis.		4.47
To Amt. due Mary F. Evans, Balance		628.64
" " " Janie A. Downs, a Daughter 1/6		687.61
" " " Flora A. Longley, a " 1/6		687.61
" " " Mamie A. Conway, a " 1/6		687.61
" " " James A. Bowles, a Son 1/6		687.61
	$4,125.67	$4,125.67

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the proceedings in the above entitled cause, and from them has stated the within account, first charging the Trustee with the proceeds from sale, and, after crediting him with his commissions the costs and expenses of suit, and after allowing for the taxes due and in arrears, the balance is distributed to the heirs of the said John F. Bowles, as their interests appear in the Bill of Complaint first allowing the Judgments as they are filed in this Case.

All of which is respectfully submitted.

July 30th, 1935.

Aloy. J. King,
Auditor

Filed July 31, 1935.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland

in Equity, this Third Day of August in the year nineteen hundred and thirty-five, that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the first Monday of September in the year nineteen hundred and thirty-five, provided a copy of this Notice be printed and published in a newspaper published in St. Mary's County, Maryland once in each of four successive weeks prior to the said first Monday in September, nineteen hundred and thirty-five.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Aug. 3, 1935.

Ex parte in the matter of
Minnie Heard, also known as
Minnie Heard Cusic, a Lunatic

In the Circuit Court for
St. Mary's County, Maryland.
In Equity. No. 1722 N.E.

Petition, Affidavit and two Exhibits

To the Honorable, The Judges of said Court:-

The Petition of James Kenney Heard, a brother and next friend of Minnie Cusic, respectfully represents unto your Honors:-

First: That the said Minnie Heard also known as Minnie Heard Cusic is seized of a one fourth undivided interest in two tracts or parcels of land called and known as "Hopewell's Adventure", "Addition to Adventure", and also a tract or parcel of land called and known as "Part of Resurrection Manor"; both of which tracts of land a one-fourth undivided interest was devised to the said Minnie Cusic by the Last Will and Testament of R. King Clarke.

Second: That the said Minnie Heard also known as Minnie Heard Cusic is now an incompetent and has been insane for several years past and is still hopelessly insane and an inmate of Springfield State Hospital.

Third: That the aforesaid property of said incompetent has for several years not been cultivated and in 1932 was sold for taxes but the property has since been redeemed by those owning interest in same.

Fourth: Your petitioner further states that he and the other tenants in common of said land have recently sold their undivided interest to G. Wilson Dean and Meverelle Dean for the sum of $215.00 (Two Hundred And Fifteen Dollars) which they felt was a fair and adequeate price for their interest and that it would be to the benefit and advantage of said incompetent to have a suitable committee appointed to look after and/or sell said property.

Fifth: That your petitioner respectfully shows unto your Honor that he has had said lunatic or incompetent examined by two attending physicians within ten days next preceding the filing of this petition, the certificates of said physicians are filed herewith and prayed to be taken as part hereof and marked petitioner's Exhibits A. and B as required by Secs. 117 A and 117 B of Art. 16 of the Code of Public General Laws of Maryland.

Wherefor your petitioner respectfully prays this Honorable Court to pass an order appointing your petitioner or some other suitable person committee for said incompetent, Minnie Heard also known as Minnie Heard Cusic after a summons has been issued for said incompetent, together with a copy of this petition and order of Court thereon has been served on Hosea H. McAdoo the superintendent of said Springfield State Hospital where said incompetent is now committed and after an answer has been filed on behalf of said incompetent as required by Sec. 117 A. and 117 B of Art. 16 of the Code of Public General Laws.

And as in duty bound etc.

J. K. Heard
Petitioner

Philip H. Dorsey, Jr.
Attorney for petitioner

State of Maryland, St. Mary's County, to wit:

I Hereby Certify, That on this 28th day of November 1934. before me the subscriber, a notary public of the State of Maryland, in and for St. Mary's County, personally appeared James Kenney Heard the petitioner in the above petition and he 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 and belief as therein stated.

As witness my hand and notarial seal. (N. P. Seal)

Geo. S. Miles
Notary Public.

Filed Nov. 28. 1934.

1722 N.E.

Petitioner's Exhibit "A"

State of Maryland, Carroll County:

I, M. Virginia Beyer, M.D., the undersigned, herewith certify that I am a qualified Neuropsychiatrist and a member of the staff of the Springfield State Hospital, Sykesville, Maryland, that on Nov. 20th, 1934 I personally examined Minnie Heard that the said Minnie Heard is a patient of the Springfield State Hospital and has been since Dec. 6. 1929 that from the opportunity afforded me in observing the said Minnie Heard I am of the opinion that she is of unsound mind and incapable of governing herself or of managing her property; that the disability is due to her mental disorder known as Dementia Praecox; that this disability is total and probably permanent.

M. Virginia Beyer, M.D.
Affiant

Subscribed and sworn to before me this 20th day of November 1934

N.P. Seal

Joseph H. Tomlinson, Jr.
Notary Public.

Filed Nov. 28. 1934.

Petitioner's Exhibit "B"

State of Maryland, Carroll County:

I, Maud M. Rees, M.D., the undersigned, herewith certify that I am a qualified Neuropsychiatrist and a member of the staff of the Springfield State Hospital, Sykesville, Maryland, that on Nov. 20th, 1934 I personally examined Minnie Heard that the said Minnie Heard is a patient of the Springfield State Hospital and has been since Dec. 6. 1929, that from the opportunity afforded me in observing the said Minnie Heard I am of the opinion that she is of unsound mind and incapable of governing herself or of managing her property; that the disability is due to her mental disorder known as Dementia Praecox; that this disability is total and probably permanent.

Maud M. Rees, M.D.
Affiant.

Subscribed and sworn to before me this 20th day of November 1934.

N.P. Seal

Joseph H. Tomlinson, Jr.
Notary Public.

Filed Nov. 28. 1934.

Summons

St. Mary's County, to-wit: The State of Maryland.

To Minnie Cusic, Springfield State Hospital of Carroll County. Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of December, 1934 to answer the Bill of Complaint of James Kenney Heard next friend against you in said Court exhibited.

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

Witness, the Honorable, Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 28th day of November, 1934.

Issued 28th day of November, 1934.

Court Seal

Jos. M. Mattingly, Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required. The Defendant is required to file her answer or other defense in the office of the Clerk of the Circuit Court for St Mary's County, within fifteen days after the return day.

Endorsement:

"Summoned by reading, copy of Writ and petition left with Hosea H. McAdoo. Super-

intendent Springfield State Hospital".

John A. Shipley
Sheriff Carroll Co.

Filed Dec. 5, 1934.

Order of Court

Ordered upon the aforegoing petition, affidavit and certificate this 20th day of August, nineteen hundred and thirty-five by the Circuit Court for St. Mary's County, Maryland, that the said Minnie Heard also known as Minnie Heard Cusic who is now confined at the Springfield State Hospital at Sykesville, Maryland, be summoned within ten days from the date of this Order and that a copy of this order and of this petition be served on her, the alleged incompetent by delivering same to her personally within ten days from the date of this order, and that within ten days from the date of this order a copy of the summons, petition and of this order be left with some suitable person connected with the hospital in which the said Minnie Heard also known as Minnie Heard Cusic is now confined, in an official capacity, and that she show cause if any there be within fifteen days from the date of this order why a committee should not be appointed to manage and take charge of her property under the jurisdiction of this Court during the period or periods of her incompetency or until further order of the Court and it is further ordered that the petition to set for hearing on the 6th day of September next, and that appearance and answer be allowed at any time before or after the final order of this Court decreeing the said Minnie Heard also known as Minnie Heard Cusic an incompetent person, and the appointment of the committee hereunder.

Wm. Meverell Loker
Judge.

Filed Aug. 20, 1935.

Summons

St. Mary's County, to-wit:

The State of Maryland.

To Minnie Heard otherwise known as Minnie Heard Cusic, Springfield State Hospital, Sykesville, Maryland, of Carroll County. Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the 6th day of September, 1935 to answer the Petition of James Kenny Heard, brother and next friend against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 20th day of August, 1935.

Issued 20th day of August, 1935.

Court Seal

Jos. M. Mattingly, Clerk

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required.

Endorsement: "Summoned by reading and delivering copy of within process to Minnie Heard Cusic. Also copy left Dr. Hosea H. McAdoo, Superintendent of the Springfield State Hospital at Sykesville, Md. where the said Minnie Heard is confined.

Copy of petition and order of Court served on Minnie Heard Cusic, and copy left with her, also copy served on Dr. Hosea H. McAdoo, and copy left with him.

John A. Shipley
Sheriff of Carroll County, Md.

Filed Aug. 26, 1935. Fee $2.20

1722 N.E.

Order of Court Appointing Committee

The above entitled cause coming on to be heard, and the proceedings having been read and considered,

It is thereupon this 6th day of September 1935 by the Circuit Court for St. Mary's County, In Equity, Adjudged, Ordered and Decreed that Minnie Heard also known as Minnie Heard Cusic of St. Mary's County, Maryland, be and she is hereby declared to be incompetent and incapable of managing her estate;

And It Is Ordered And Decreed that William G. Joy be and he is hereby appointed committee of the estate of the said Minnie Heard also known as Minnie Heard Cusic with full power and authority to take cahrge of and manage the property of the said Minnie Heard also known as Minnie Heard Cusic under the direction and control of this Court; but before the said William G. Joy shall act as such committee, he shall give bond to the State of Maryland with surety or sureties to be approved by this Court or the Clerk thereof for the faithful discharge of his duties as such committee, in the sum of $500.00

Wm Merverell Loker
Judge.

Filed Sept. 6, 1935.

Committee's Bond

Know All Men By These Presents:

That we Wm G. Joy and Merverell Dean all of St. Mary's County, Maryland, are firmly held and bound unto the State of Maryland in the full and just sum of Five Hundred Dollars to be paid to the State of Maryland aforesaid; to the payment of which, well and truly to be made, we hereby bind ourselves our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and signed by us this 6th day of September 1935 and

Whereas, the above bounden William G. Joy by virtue of an order of the Circuit Court for St. Mary's County, Maryland, in Equity, has this day been appointed Committee for the estate of Minnie Heard also known as Minnie Heard Cusic, an incompetent, now pending in said Court.

Now Therefore the condition of this bond is such that if the above bounden William G. Joy does well and truly perform the trust reposed in him by the said order or that may be imposed upon him by any future order of said Court in the premises, then this obligation to be void otherwise to remain in full force and virtue in law.

Signed and sealed in the presence of:
Wm G. Jenwick

William G. Joy (Seal)
Merverell M. Dean (Seal)

The within bond is approved this 6th day of September 1935.

Jos. M. Mattingly,
Clerk.

Filed Sept. 6. 1935.

Petition for Sale of Real Estate with Affidavit and One Exhibit and Leave to take Testimony.

The Honorable the Judges of said Court:

The petition of William G. Joy Committee of Minnie Heard also known as Minnie Heard Cusic, an incompetent, respectfully states:

First: That he was appointed Committee to take charge of and manage the property of the said incompetent by a decree of this Court dated September 6, 1935.

Second: That since the appointment the only property that he has been able to discover that said incompetent owns is a one-fourth undivided interest in two tracts of land situated in St. Mary's County, Maryland which said interest in said land was divised to said incompetent by the last will and testament of R. King Clarke, a certified

copy of said will being filed herewith marked plaintiff's exhibit A.

Third: That the aforesaid property consists only of wood and timber land and is unproductive and was sold at tax sale in 1932 for the sum of $880.00 but was later redeemed.

Fourth: That since said property was redeemed from said tax sale the other owners have sold their undivided interests to Meverell M. Dean for $215.00, they to pay their proportion of the taxes which netted the other owners of three-fourths share the sum of $181.54 for each one fourth share.

Five: That your petitioner has negotiated with a certain Meverell M. Dean for the sale of the said incompetents' one-fourth undivided interest for the sum of $215.00 less $33.46 for taxes which were due and in arrears when said property was redeemed making the sum of $181.54 which said incompetent should receive for her said interest in said property and the said Meverell M. Dean has further agreed to pay the costs of these proceedings which your petitioner believes to be a fair and adequate price for said interest in said land.

Sixth: That your petitioner therefor avers that it would be for the benefit and advantage of said incompetent for this Court to order a decree a sale of the interest of the said incompetent in the said land to the said Meverell M. Dean for the said sum of $181.54 net and to order the money arising therefrom to be invested in stocks or other property or in mortgages on real estate or in some other safe securities as the Court may deem most advantageous to said incompetent.

Your petitioner therefor prays:

First: That a decree or order be passed by this Honorable Court authorizing and empowering him to convey said land to said Meverell M. Dean upon the payment of the aforesaid sum of $181.54 and to order the money arising therefrom to be invested as aforesaid in the most advantageous manner.

Second: That your petitioner may have such other and further relief as his case may require.

Third: That leave be granted unto your petitioner to take testimony before the standing examiner of this Court in support of the allegations of this petition.

Philip N. Dorsey. Jr.
Attorney for Plaintiff

Ordered this 26th day of September, 1935 by the Circuit Court for St. Mary's County, Maryland, in Equity that leave be and it is hereby granted unto the petitioner to take testimony in support of the allegations of the aforegoing petition.

Wm Meverell Loker
Judge.

Filed Sept. 26. 1935.

Plaintiffs Exhibit "A"

The Last Will and Testament of R. King Clarke

In the name of God, Amen: I, Rufus King Clarke, of St Mary's County, State of Maryland, being of sound and disposing mind, and considering the certainty of death but the uncertainty of the time thereof, do hereby make, publish, and declare this and none other to be my last Will and Testament, in manner and form as follows:--

Item 1. I give, devise and bequeath unto my beloved wife, Ellen Rebecca Clarke, for and during her natural life, all of my property, Real, Personal and Mixed: and after her death, it is my will and desire that the said property shall descend to my heirs at law as hereinafter specially mentioned, viz:--

Item 2. I give, devise and bequeath unto my grandchildren, Agnes Clarke and

Richard K. Clarke, as tenants in common, a farm called Resurrection Manor and Red Hill, containing 120 acres, it being the same land I obtained by deed from Benj. F. Harris and wife, duly recorded in liber J.F.F. No.2, folio 177, one of the land records of St. Mary's County.

Item 3. I give, devise and bequeath unto my daughter, Hannah Abell, a farm called and known as "Paul's Grief and Our Joy", containing 164 acres, it being better known as the Martin Yates land, as will appear by reference to libers J.F.F. No. 4, folio 303, and J.F.F. No.3, folio 310, both land records of St. Mary's County; also a detached tract of piece of woodland, called Bought of Wilkinson, situated on the Three Notch Road, and being a part of the land I purchased of Jno. H. and Emma Parson as will appear by reference to liber J.F.F. No.11, folio 484, one of the land records of St. Mary's County.

Item 4. I give, devise and bequeath unto my grandchildren, Kenny Heard, Charles Heard, Minnie Heard and Mary Blanch Joy, nee Heard, a farm called Hopewell's Adventure, Addition to Adventure, Four Square, or better known as the Hezekiah Dent Homestead: it being the land I purchased of Geo. B. Dent and wife, as will appear by reference to liber J.F.F. No 10, folio 517, one of the land records of St. Mary's County, also. All that tract, or parcel of land called and known as part Resurrection Manor, or Stone Farm containing 200 acres, as will appear from reference to liber J.F.F. No.4, folio 301, a land record of St. Mary's County.

Item 5. I give, devise and bequeath unto my son, Charles K. Clarke, the farm upon which I now reside, called and known as Part Burdetts Seek, containing 131 acres, it being a part of the land I bought of Jno. H. Parsons and wife, as by reference to liber J.F.F. No.11, folio 484 and c. will more fully appear, the said bequest, however being subject to a legacy, or a charge of one thousand dollars, hereby devised to my son, Robert A. Clarke.

Item 6. I give, devise and bequeath to my son, Robert A. Clarke, in addition to the above legacy of one thousand dollars, a piece or parcel of woodland known as "Part of the Ignatius Dorsey land", containing about 30 acres, it being the balance of said tract of land reserved from the sale to Samuel Taupelt.

Item 7. I give, devise and bequeath to my son, Robert A. Clarke, all the debts that may be due by him to me at the time of my death, and it is my will and desire that the said debts shall not constitute or be considered a part of my personal estate as devised heretofore to my wife.

Item 8. I give, devise and bequeath unto my son John R. Clarke, the farm I purchased of John B. Abell, called and known as Part Scotch Neck, or better known as the Blackistone Farm, containing 353 acres, as will appear by reference to liber J.F.F. No. 5, folio 195, one of the land records of the St. Mary's County.

Item 9. And lastly, I do hereby constitute and appoint my wife, Ellen Rebecca Clarke, sole executrix of this my last will and testament, without the obligation of giving bond for the faithful performance of duty, revoking and annulling all previous wills, testaments or codicils by me made, and declaring, ratifying and confirming this and no other to be my last will and testament.

As witness my hand and seal this 11th day of December 1907.

R. King Clarke (Seal)

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

Enoch B. Abell
Robt. A. Abell

St. Mary's County, to wit:

The 15th day of May, 1908, then came Ellen Rebecca Clarke, widow of R. King Clarke, late of St. Mary's County, deceased, and made oath in due form of law that she does not know of any will or codicil of said deceased, other than the above instrument of writing and that she found the said will among the private papers of the said deceased on or about

the 13th day of May, 1908.

Sworn to before me.

Test: J. Philip Greenwell
Register of Wills for St. Mary's County.

St. Mary's County, S.S.

On the 15th day of May, 1908, came Enoch B. Abell and Robert A. Abell, subscribing witnesses to the aforegoing last Will and Testament of Rufus King Clarke, late of said County deceased, and did see the testator sign and seal this will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they together subscribed their names as witnesses to this in his presence at request of the testator and in the presence of each other.

Certified by:
J. Philip Greenwell
Register of Wills for St. Mary's County, Maryland.

In the Orphans' Court of St. Mary's County:

The Court, after having carefully examined the above last Will and Testament of Rufus King Clarke, late of St. Mary's County, deceased, and also the evidence adduced as to its validity, orders and decrees this 26th day of May, 1908, that the same be admitted in this court as the true and genuine last Will and Testament of the said Rufus King Clarke, deceased.

Test:
J. Philip Greenwell
Register of Wills

Jos. H. Key
Wm. S. Coppage
Jas. H. Bailey
Judges.

State of Maryland, St. Mary's County, S.S.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of R. King Clarke, late of said County, together with the proof of Probate thereof, the same being taken from Liber P.H.D. No. 1, Folio 263, one of the Record Books of Wills now kept in the Office of Register of Wills for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office this 26th day of September, in the year of our Lord nineteen hundred and thirty-five.

R. of W. Seal

Addie C. Maddox
Register of Wills for St. Mary's County, Maryland.

Filed Sept. 26. 1935.

Examiner's Return of Testimony with One Exhibit

To the Honorable, Judges of the said Court:-

The above cause being at issue and notice having been given me by the Solicitor for the Complainant of a desire to take testimony in the same (leave of Court having been first obtained), I, C. Henry Carnalier, one of the standing examiners of the Circuit Court for Saint Mary's County, Maryland, in Equity, duly appointed, qualified and sworn, met on the 28 day of September 1935, at the Office of Philip H. Dorsey, Jr., Attorney in Leonardtown, Saint Mary's County, Maryland, and assigned the 30th day of September 1935, at 10 o'clock A.M. and the Office of Philip H. Dorsey, Jr., Attorney in Leonardtown, Saint Mary's County, Maryland, as the day, time and place for the examination of witnesses in the said cause, at which last mentioned day, time and place I attended in accordance

with notice previously given of such meeting, and proceeded in the presence of the Solicitor for the Complainant and witnesses to take the following question and the answers thereto- Ex Parte Proceedings.

W. Gywnn Joy, a witness of lawful age, who being produced and by me duly sworn testifies as follows to interrogatories propounded.

State your name, age, residence and occupation?

W. Gywnn Joy. 64 years of age. Hollywood, St. Mary's County, Maryland. Farming.

Do you know Minnie Heard, and if so, state where she is and if she has ever been adjudged insane?

Yes, she is in Springfield State Hospital, Sykesville, Maryland. She was adjudged insane and I was appointed committee to take charge and manage her propetty, on the 6th of September, 1935.

Since your appointment as committee of the said Minnie Heard, state what property, if any, have you discovered that she owns?

Only a one-fourth undivided interest in two tracts of woodland. One situated in the Sixth and the other in the Eighth Election Districts of St. Mary's County, Maryland.

Discribe this property and give the acreage and value of each tract?

I believe that the tract in the Sixth contains about 125 acres and the one in the Eighth contains about 57 acres of land. The first tract is located on the Three Notch Road, near Sandy Bottom, there are buildings on this property but are in bad condition. No family has lived in the house five or six years. The property in the 8th District is also located on the State Road (Three Notch) and there are no buildings on this property. Both tracts wooded and is all grown up in pine bushes. I would say that the two tracts together is worth about seven or eight hundred dollars.

Have you negotiated with a certain Merrell Dean for the sale of these two tracts, and if so, state the amount that he has offered and whether you consider this a fair and adequate price?

Yes sir. I have for the sum of $181.54 net. I consider this a fair and adequate price and I sold my interest in this property to Mr. Dean at the same price in proportion to my interest.

State whether or not you believe it would be for the benefit and advantage of the said incompetent to order a sale of the said interest of said incompetent in said land to the said Merrell Dean for the said sum of $181.54?

I believe it would be for the benefit and advantage of said incompetent for the Court to ratify this sale, because the property at the present time is bringing in no revenue whatsoever and the taxes are a burden to the owner. This property was sold some years ago for taxes but was later redeemed.

In answer to the general interrogatory propounded by the examiner to the witness, he answered. That is all.

Test: C. Henry Carnalier. W. Gwinn Joy

Alexander A. Hebb, a witness of lawful age, who being produced and by me duly sworn, testifies as follows to interrogatories propounded.

State your name. Age. Residence and Occupation?

Alexander A. Hebb. 70 years of age. Hollywood, Maryland. Retired.

Do you know Minnie Heard, and if so, state whether she has ever been adjudged insane?

Yes. I knew Minnie Heard, she is now Minnie Cusic. I have heard that she was sent to an insane Hospital, and is there now.

Do you know the property which the said Minnie Heard otherwise known as Minnie Cusic has an interest in?

Yes. I know the property. She inherited it from her Grandfather R. King Clarke.
Describe this property, give its acreage and value?
The first tract which is in the Sixth Election District, is located on the Three Notch Road near Sandy Bottom, in fact joins the old Wash Wilkinson property. I would say it contains about 125 acres of land, more or less. The second tract is located in the 8th District and is also on the Three Notch Road, this tract is formerly the old Phil Clarke property and known as the Mill property. I would say that this tract contains fifty or sixty acres, more or less. There is no buildings to speake of on either tract. I would say that it is worth between seven or eight hundred dollars.
Mr. Hebb. Mr. H. Gywnn Joy has been appointed committee for Mrs. Minnie Heard otherwise known as Minnie Heard Cusic, an incompetent, and has negotiated for the sale of the said Minnie Heard interest in the said two tracts of land, at and for the sum of $181.54 net, do you consider this a fair and adequate price for the interest of the said Minnie Heard?
I do consider this a fair price for her interest.
State whether or not it would be to the best interest and advantage of said incompetent for the Court to order a sale of this property to Merrell Dean, who has negotiated with Mr. Joy to purchase same at and for the sum of $181.5[illegible] net to the incompetent?
Yes, I feel that this is a fair price for her part and that it would be to her interest to sell for that amount, because the property is not tenanted and is bringing in no revenue, and of course the taxes must be paid.
In answer to the general interrogatory propounded by the examiner to the witness, he answered, "No sir."
Test: C. Henry Camalier A. A. Hebb

Merrell M. Dean, a witness of lawful age, being produced and by me duly sworn testifies as follows to interrogatories propounded.
State your name, Age, Residence and Occupation?
Merrell M. Dean. 31 years old. Hollywood, Maryland. Builder.
Have you negotiated with Mr. H. Gwinn Joy, Committee for Minnie Heard otherwise known as Minnie Heard Cusic for the purchase of her interest in two tracts of land located in the 6th and 8th Districts respectively, containing in the first tract 125 acres and in the second tract 57 acres of land, at and for the sum of $181.5[illegible] net?
I have.
Are you financially able at the present time to pay the said sum of $181.5[illegible] for the purchase of this property, together with the costs of these proceedings?
I am. I am in a position to pay and am willing to pay at any time the sale is ratified.
In answer to the general interrogatory propounded by the examiner to the witness, he answered, No.
Test: C. Henry Camalier Merrell M. Dean

Solicitor for the Committee herewith files with the examiner a certified copy of the last will and testament of R. King Clarke, marked Examiner's exhibit "A".

No other witnesses being named or produced to me I, then at the request of the Solicitor for the Committee, closed the depositions taken in the said cause and now return them closed under my hand and seal, together with one Exhibit, to this Honorable Court.
C. Henry Camalier {Seal}
Examiner.

Costs and expenses of the above commission on part of Purchaser.

C. Henry Carnalier. Examiner $8.00

Alexander A. Hebb . Witness .75

Filed Sept. 28.1935.

Examiner's Exhibit "A"

(Same as Plaintiff's Exhibit "A" recorded on page 37 et seq.)

Bill = Register of Wills

Mr. Philip N. Dorsey. Jr.

To Addie C. Maddox. Register Dr.

1935 Oct. 4th To Certified copy of Last Will and Testament of R. King Clarke. deceased $2.25

Filed Oct. 11.1935. April 1st 1936

Received payment

Addie C. Maddox

Register of Wills

Decree Ratifying Private Sale of Real Estate

The above cause standing ready for hearing and being submitted without argument, the petition, testimony and all other proceedings were read and considered.

It is thereupon this 12th day of October 1935, by the Circuit Court for St. Mary's County, Maryland, sitting in Equity, adjudged ordered and decreed that William G. Joy. Committee of Minnie Heard also known as Minnie Heard Cusic, an incompetent, be and he is hereby authorized and empowered, as committee of said incompetent to convey to Merrill M. Dean all the right, title, interest and estate of said incompetent in and to the two tracts or parcels of land situated in St. Mary's County, Maryland, in which a one-fourth undivided interest was devised to said incompetent by the Last Will of R. King Clarke recorded in Will Book P.N.D. No. 1 page 263 in the Orphans Court of St. Mary's County, upon payment by the said Merrill M. Dean of the sum of $181.5 the said Merrill M. Dean to pay the cost of these proceedings, subsequent to the appointment of the committee.

Wm Meverell Loker

Judge.

Filed Oct. 12. 1935.

Elmer M. Harper, Assignee of Mortgage for the purpose of Foreclosure

vs

James S. Gardiner &
Catharine Gardiner, his wife

In the Circuit Court for

St. Mary's County, Maryland

In Equity. No. 1700 N.E.

Order to Docket Suit, etc.

Mr. Clerk:

Please docket the above entitled foreclosure case and file the enclosed mortgage and assignment as "Exhibit A."

Elmer M. Harper
Solicitor for Assignee.

Filed May 16. 1934.

Elmer M. Harper
Assignee of Mortgage for the Purpose of Foreclosure.

Exhibit "A"

Maryland Amortization Mortgage

This Mortgage made this Eighteenth day of June in the year One Thousand Nine Hundred and Twenty-Eight, by and between James S. Gardiner, and Catherine Gardiner, his wife, of St. Mary's County, in the State of Maryland, hereinafter referred to as party of the first part, and The Maryland-Virginia Joint Stock Land Bank of Baltimore, Baltimore, Maryland, party of the second part, a body corporate, hereinafter mentioned as the Bank:

Whereas, The said party of the first part is justly indebted to and unto the said The Maryland-Virginia Joint Stock Land Bank Of Baltimore in the full and just principal sum of Eight Thousand Dollars ($8,000.00), current money, this day loaned the said party of the first part by said Bank, the receipt whereof is hereby duly acknowledged; and,

Whereas, The said party of the first part has executed and delivered unto the said Bank, a promissory note, dated on the First day of June, 1928, for said principal sum of Eight Thousand ($8000) Dollars, with interest thereon at the rate of six per centum, per annum, payable to the order of said Bank in sixty-five semi-annual payments of Two Hundred And Eighty Dollars and (No) Cents each and a final payment of Two Hundred Thirty-Three Dollars and Fifty Cents, said payments beginning six months from the date hereof; which said payments are on the amortization plan, to better secure the payment of which said principal sum and the interest thereon as above set forth, as and when each of said payments shall become due and legally demandable, these presents are executed:

Now, Therefore, This Mortgage Witnesseth: That for and in consideration of the premises and the sum of One Dollar, the said party of the first part does hereby bargain and sell, grant and convey unto the said The Maryland-Virginia Joint Stock Land Bank Of Baltimore, its successors and assigns, the following described property, to-wit:-

All that tract or parcel of land situate, lying and being on the St. Georges River in the Second Election District of St. Mary's County, State of Maryland, of which John Shadrick died seized and possessed called "Part Westbury" or "St. Georges" and more recently called and known as "River View" containing two hundred and thirty-five acres, more or less, being all and the same tract or parcel of land conveyed to Walter A. Gebhart, by deed from John R. Curry and Susie Curry, his wife, dated April 5th, 1920 and recorded in Liber E.B.A. No. 19, folio 134, one of the Land Records of St. Mary's County, Maryland, and being also the same land acquired by the said James S. Gardiner by deed from Walter A.

Gebhart and Laura Gebhart, his wife, dated the 9th day of April, 1925, and recorded among said Land Records in Liber J.M.M. No. 3, folio 108; the said land being more particularly described by survey made by Charles A. Heard, Surveyor for St. Mary's County, on June 7th 1928, as follows, to wit: Beginning at A a locust post set in the middle of the marsh a boundary of Oakland now owned by D.K. Albright, thence running with said land A. N. 18½ degrees W. 24 perches, to a locust post, 2 N. 14½ degrees E 13 perches to a locust post, 3 N. 47½ degrees E. 10 perches to a locust post, 4 N. 12½ degrees E. 11.52 perches to a Locust post, 5 N. 24½ degrees E. 26.52 perches to a locust post set on the north side of the private road leading down to Oakland dwelling, thence running with said road and with Olie Adams' land 6 N 53 degrees W. 36.36 perches to a gum stump on the north side of said road thence leaving said road and running with said Adams' land 7 N. 6¾ degrees E. 53.08 perches 8 N. 54¾ degrees E. 8.96 perches to a post at the end of said ditch, 9 N. 14½ degrees E. 27.28 perches to a marked gum tree, 10 N. 13¾ degrees E. 17.52 perches to a post by a fence, a boundary of Herman Hewett's land thence running with said land 11 S. 57 degrees W. 78.32 perches to a post now set on the north side of the aforesaid road thence running with said land 12 S. 70½ degrees W. 35.56 perches to a post set on the south side of said road, then leaving said road and running with said Hewett's land 13 S. 32 degrees W. 177.08 perches to a post set on the shore of St. Georges River, then running with said river shore to the aforesaid marsh, thence running up the middle of said marsh to the beginning.

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

To Have And To Hold the aforesaid parcel of ground and premises to and unto the proper use and benefit of the said Bank, its successors and assigns forever.

And It Is Hereby Covenanted and agreed with said Bank that said party of the first part, is lawfully seized of said premises; that said party of the first part has a good right to sell or convey the same, and that the same are free and clear of all encumbrances.

Provided that if the said party of the first part, or the heirs, personal representatives or assigns of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for payment herein set forth, as and when the same may be due and payable, and shall perform all the covenants herein to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said Bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act," approved July 17th, 1916, and amendments thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments, at the highest rate allowed by this State, not to exceed eight per cent. per annum, accounting from the date of such default.

In the event that party of the first part shall fail to pay any taxes, liens, judgments, or assessments against said premises when due, or to maintain insurance as herein provided for, the Bank may make such payments, or maintain such insurance, and the amount paid therefor shall become subject to lien of this mortgage, and bear interest from date of payment at the highest rate allowed by this State, not exceeding eight per cent. per annum.

At any payment period after five years from date hereof, the party of the first part shall have the privilege of paying on the principal of the debt hereby secured, the sum of Twenty-five Dollars, or any multiple thereof, or the entire amount then due. Such additional payments, if any, shall not reduce thereafter the periodical payments herein contracted to be made, but shall operate to discharge this debt at an earlier date, by reducing the

percentage applicable to interest and increasing the percentage applicable to principal.

And it is agreed that until default be made in the premises, the said party of the first part shall possess the aforesaid property upon paying in the meantime all taxes, liens, judgments and assessments, public debts and charges of every kind, levied, assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, liens, judgments or assessments, public dues, charges, mortgage debt and interest, the said party of the first part individually, and on behalf of heirs, personal representatives and assigns, does hereby duly covenant to pay when legally demandable. But if any of the payments in the above described note as herein provided to be made, be not paid when due, or if the party of the first part shall permit any taxes, liens, judgments, or assessments on said land to become delinquent, or fail to keep the buildings insured as herein probided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall by neglect permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done, any act in respect to said lands which will reduce or impair the value of said lands as security for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall (at the option of the said Bank) become immediately due and demandable; and it shall be lawful for the said Bank, its successors and assigns, or its duly appointed Attorney or Agent, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be in the manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in the County wherein said lands or a part thereof are situated, and such other notice as by the mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: first to the payment of all expenses incident to such sale, including a fee of Twenty-five Dollars and a commission to the party making sale of said property, of 5% on the amount of sale; secondly, to the payment of all claims of the said mortgagee, its successors and assigns under this mortagage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said party of the first part or the personal representatives or assigns of said party of the first part or to whomever may be entitled to the same; and if at any time after the execution, delivery and recordation of this mortgage, the Bank shall be impleaded or made a party to any suit or legal proceeding of any kind whatsoever, to subject the land hereby conveyed to the payment of liens or charges of any kind thereon, and in such proceeding it becomes necessary in the discretion of the Bank to retain and employ an attorney for the proper representation and protection of its interests, the said Bank shall be entitled to recover of the mortgagor the attorney's fee and commissions hereinafter provided for, fixed and allowed in cases of foreclosure by the Bank, which said attorney's fee and commissions shall attach and become immediately due upon the institution of such proceedings and retention and employment of an attorney by the Bank, and in either case shall become a part of the debt and demand secured to be paid by this mortgage and fully covered and protected by the lien thereby created.

And the said party of the first part individually and on behalf of heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total

1700 N.E.

amount of the mortgage indebtedness, principal and interest equal to one-half the percentage, allowed as Commissions aforesaid, which said expenses, Costs and Commission the said party of the ~~first~~ part individually and on behalf of heirs, personal representatives and assigns hereby Covenants to pay; and the said Mortgagee, its successors or assigns, or its duly appointed agent or attorney, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, Costs and Commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, Costs, expenses, and Commissions.

It is further Covenanted and agreed that if the said party of the first part has heretofore given, made or granted to any person or corporation any option, lease, right or privilege for any Mineral, Coal, oil or other sub-surface right or rights, or for any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the lands conveyed by this indenture, or the property is in any way subject to any such option, lease, right or privilege, the rents, profits, royalties and revenues at any time arising from such option, lease, right or privilege during the continuance of this Mortgage, and accruing to party of the first part, whether said option, lease, right or privilege be operated or exercised or not, at the time of the execution hereof, shall be paid over to said Bank and by it applied to the reduction of the principal of this Mortgage, and this agreement shall serve as a full and sufficient assignment of the said mortgagors' interest in said option, lease, right or privilege for the purpose aforesaid: provided that in all cases where said option, lease, right or privilege has not been exercised or operated before the making of this indenture, but is thereafter exercised or operated, thereupon the party of the second part shall, at its election, have the right to demand of the party of the first part, payment in full of the debt secured to be paid by this indenture; provided, that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days' notice in writing to the party of the first part of such election and demand for payment of the said debt: and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface or surface right shall be made or granted upon, to or in connection with said lands herein described, subsequent to the execution of this indenture without the Consent of the said Bank having been first obtained in writing.

And the said party of the first part individually and on behalf of personal representatives and assigns, does further Covenant to insure, and pending the existence of this Mortgage, to keep insured in some good Company satisfactory to said Mortgagee, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Six Thousand Dollars and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to enure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors or assigns.

And it is further agreed by the parties hereto and those claiming through, by or under them, that an assignment of this mortgage shall carry with it an assignment of the amortization note which it is given to secure.

Witness the hands and seals of the said Mortgagors.

Teste:
Philip H. Dorsey, Jr.

James S. Gardiner (Seal)
Catherine Gardiner (Seal)

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this eighteenth day of June, in the year One Thousand Nine Hundred and Twenty-Eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James S. Gardiner and Catherine Gardiner, his wife, the Mortgagors named in the aforegoing mortgage, and duly acknowledged the said Mortgage, to be their Act; at the same time also appeared Philip H. Dorsey, Jr. and made oath in due form of

law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

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

My Commission expires
May 2. 1930.

N. P. Seal

Theodore W. Dent
Notary Public.

Received this 20th day of June, 1928, at 3:20 o'clock P. M. for record. Same day recorded and examined per me. Mortgage Liber J.M.M. No. 3. Folio 469.

Jos. M. Mattingly, Clerk

Recd. $6.00 Paid.

Assignment

For the purpose of foreclosure, The Maryland-Virginia Joint Stock Land Bank of Baltimore does hereby assign the within mortgage to Elmer M. Harper.

As witness the hand of Charles H. Buck, Vice President of The Maryland-Virginia Joint Stock Land Bank of Baltimore, duly attested by the Secretary, with the Corporate Seal affixed this Fourteenth day of May, of the year Nineteen Hundred and Thirty-four.

Attest:
B. H. Engle, Secretary

Corp. Seal

Chas. H. Buck
Vice President.

Received this 16th day of May, 1934, at 1:00 o'clock P. M. for record, and same day recorded in Liber J.M.M. No. 3. Folio 474, one of the Mortgage records of St. Mary's County and examined per me.

Recd. $1.00 Paid.
Filed May 16. 1934.

Jos. M. Mattingly, Clerk

Statement of Mortgage Debt.

Statement of Mortgage Claim of The Maryland-Virginia Joint Stock Land Bank of Baltimore and Elmer M. Harper, Assignee, under the Mortgage from James S. Gardiner and Catherine Gardiner, his wife, to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated June 1st, 1928, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J.M.M. No. 3, Folio 469:

To amount of unpaid principal	$7.644.31
To interest at 6% from 6/1/32 to 6/12/34	932.61
To insurance premium advanced	16.50
	$8.593.42

Elmer M. Harper
Assignee of Mortgage.
The Maryland-Virginia Joint Stock Land Bank of Baltimore.
By. C. J. Hanzlik
Treasurer.

State of Maryland, St. Mary's County, to wit:

I Hereby Certify, that on this 12th day of June, in the year One Thousand, Nine Hundred and Thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elmer M. Harper, Assignee as aforesaid, and made oath that the foregoing is a just and true 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 notarial seal.

N. P. Seal

W. H. B. Wise
Notary Public

State of Maryland, City of Baltimore, to wit:-

I Hereby Certify, that on this 11th day of June, in the year One Thousand, Nine Hundred and Thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charles J. Hauglik, the Treasurer of the Maryland-Virginia Joint Stock Land Bank of Baltimore and made oath that the foregoing is a just and true statement of the mortgage claim under the mortgage filed in the said Cause now remaining due and unpaid.

As Witness, my hand and Notarial seal.

N. P. Seal

Marie S. Hutchins
Notary Public.

Filed June 12, 1934.

Assignee's Bond with Approval

Know All Men By These Presents: That we, Elmer M. Harper, of Baltimore, Maryland, as principal, and the Seaboard Surety Company of New York, New York, as Surety, a body corporate, duly authorized by its Charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 12th. day of June in the year of our Lord nineteen hundred and thirty-four.

Whereas, the above bounden Elmer M. Harper, by virtue of the power of sale contained in a mortgage from James S. Gardiner and Catherine Gardiner, his wife, to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated June 18th, 1928, and recorded among the Mortgage Records of St. Mary's County, State of Maryland, in Liber J.M.H. No. 3, folio 469; and having been duly assigned to Elmer M. Harper is authorized and empowered to sell the property described in said mortgage, default having been made in said Mortgage, the said Elmer M. Harper is about to execute the power vested in him.

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.

Witness: B.H. Engle.

Elmer M. Harper (Seal)

For Surety
Rosa B. Vollcker

Corp. Seal

Seaboard Surety Company (Seal)
80 John Street, Newyork. N.Y.
By C. Braddock Jones
Resident Vice President
By Fred A. Kennedy
Resident Asst. Secretary.
406 Water St. Baltimore, Md.

The within Bond with Surety is hereby approved
this 12th day of June, 1934.

Filed June 12, 1934. Jos. M. Mattingly, Clerk Recorded in Bond Record, Liber J.M.M. No. 1. folio 65.

Report of Sale with Copy of Notice of Sale

The, Report of Sale of Elmer M. Harper, Assignee of Mortgage, for the purpose of foreclosure, made in the exercise of the power and authority vested in him by virtue of the mortgage referred to and filed in the above entitled cause, respectfully shows:

That, default having occurred in said mortgage, after having given bond with security for the faithful performance of his trust, which was duly approved and after having complied with all

other prerequisites as required by law and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Saint Mary's Enterprise", a newspaper published in St. Mary's County, for more than twenty days before the sale, he did, pursuant to said notice, attend at the Court House door, at Leonardtown, on Tuesday, June 12th, 1934, at 1:30 o'clock P.M., and then and there proceeded to sell said property described in said mortgage, that is to say:

The, undersigned offered at public sale to the highest bidder, the property mentioned in said mortgage, being all that fee simple lot of ground with the improvements thereon, situate and lying in St. Mary's County, and in the Second Election District thereof, on the St. George's River, containing two hundred and thirty-five acres, more or less, and more particularly described or referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof and did then and there sell the fee simple property described in said advertisement of sale unto The Maryland-Virginia Joint Stock Land Bank of Baltimore, at and for the sum of Seven Thousand, Five Hundred Dollars ($7,500.00), it being the highest bidder therefor.

Wherefore, it is prayed that the above sale be ratified and confirmed after the expiration of the usual order nisi thereon.

All of which is respectfully submitted.

Elmer M. Harper
Assignee of Mortgage for the
Purpose of Foreclosure.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 3rd day of July, in the year one thousand, nine hundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Elmer M. Harper, Assignee as aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale reported was fairly made.

As Witness, my hand and notarial seal.

N. P. Seal

William H. Schaefer
Notary Public.

(Appended Notice of Sale)

Elmer M. Harper, Solicitor, Munsey Bldg., Baltimore, Md.

Assignee's Sale of Mortgaged Real Estate

Situate Near Valley Lee, St. Mary's County, Maryland, and known as the "Jennie Hypan" Farm.

By virtue of the power of sale contained in a mortgage from James S. Gardiner and Catherine Gardiner, his wife, to The Maryland-Virginia Joint Stock Land Bank of Baltimore, dated June 18th, 1928, and recorded among the Mortgage Records of St. Mary's County, State of Maryland, in Liber J.M.M. No. 3, folio 469; (default having been made in said Mortgage) and having been duly assigned to Elmer M. Harper for the purpose of foreclosure, the undersigned Assignee of said Mortgage will sell at Public Auction, at the Court House door, at Leonardtown, St. Mary's County, on Tuesday, June 12th, 1934 at One-Thirty o'clock P.M. all that fee-simple track of land known as the Jennie Hypan farm, containing Two Hundred and Thirty-Five (235) acres more or less, lying and being on the St. George's River, in the Second Election District of St. Mary's County, State of Maryland, of which John Shadrick died seized and possessed, called "Part Westbury" or "St. George's", and more recently called and known as "River View", containing two hundred and thirty-five acres, more or less, being all and the same track or parcel of land conveyed to Walter A. Gebhart, by deed from John R. Curry and Susie Curry, his wife, dated April 15th, 1920, and recorded in Liber E.B.A. No. 19, folio 134, one of the

1700 N.E.

Land Records of St. Mary's County, Maryland, and being also the same land acquired by the said James S. Gardiner by deed from Walter A. Gebhart and Laura Gebhart, his wife, dated the 9th day of April, 1925, and recorded among said Land Records in Liber J.M.No. No.3. folio 108; the said land being also more particularly described by survey made by Charles A. Heard, Surveyor for St. Mary's County, on June 7th, 1928. as follows, to wit:—

Beginning at A. a locust post set in the middle of the marsh, a boundary of Oakland, now owned by D.K. Albright, thence running with said land A. N. 18½ degrees W. 24 perches, to a locust post, 2 N. 14½ degrees E. 13 perches to a locust post, 3 N. 47½ degrees E. 10 perches to a locust post, 4 N. 12½ degrees E. 11.52 perches to a locust post, 5 N. 24½ degrees E. 26.52 perches to a locust post set on the north side of the private road leading down to Oakland dwelling, thence running with said road and with Olie Adams' land 6 N. 54 degrees W. 36.36 perches to a gum stump on the north side of said road, thence leaving said road and running with said Adams' land 7 N. 6¾ degrees E. 53.08 perches 8 N. 54¾ degrees E. 8.96 perches to a post at the end of said ditch, 9 N. 14½ degrees E. 27.28 perches to a marked gum tree 10 N. 13¾ degrees E. 17.52 perches to a post by a fence, a boundary of Herman Hewitt's land, thence running with said land 11 S. 57 degrees W. 78.32 perches to a post now set on the north side of the aforesaid road, thence running with said land 12 S. 70½ degrees W. 35.56 perches to a post set on the south side of said road, thence leaving said road and running with said Hewitt's land 13 S. 32 degrees W. 177.08 perches to a post set on the shore of St. George's River, then running with said river shore to the aforesaid Marsh, thence running up the middle of said Marsh to the beginning.

The improvements consist of a large, frame, main dwelling house, two tenant houses and necessary barns. This property is located on St George's Creek, near Valley Lee, and is a fine gentleman's country, waterfront property.

Terms Of Sale:- One thousand ($1,000.00) Dollars cash deposit on day of sale and the balance of purchase price to be paid in cash upon ratification of the sale by the Circuit Court of St. Mary's County, Maryland, in Equity, and to bear interest from date of sale. Taxes and insurance to be adjusted to date of sale.

Elmer M. Harper
Assignee of Mortgage for the
Purpose of Foreclosure.

Chas. P. Abell, Auctioneer.
Filed July 4. 1934.

Certificate of Publication of Notice of Sale

In The Circuit Court for St. Mary's County, Maryland.

This is to certify the appended (same copy of notice of sale recorded on page 49) Notice of Sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for four successive weeks, prior to the 12th day of June, 1934, and that the first publication appeared in the issue of May 18, 1934.

Dorsey & Weiner, Publishers.
Philip H. Dorsey, Jr.

Filed July 4. 1934.

Order Nisi on Sale

Ordered, this 5th day of July A.D. 1934, by the Circuit Court for St. Mary's County, as a Court of Equity, that the sale made by Elmer M. Harper, Assignee of Mortgage for the Purpose of Foreclosure, to The Maryland-Virginia Joint Stock Land Bank of Baltimore, and reported in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Fifth Monday of July next: Provided a copy of this order be inserted in some newspaper published in said St. Mary's County, once in each of three successive weeks before the said Fifth Monday of July next.

The Report states the amount of sale to be $7,500.00.

Jos. M. Mattingly, Clerk of
the Circuit Court for St. Mary's County.

Filed July 4. 1934.

Certificate of Publication of Order Nisi on Sale.

In The Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order of Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 3 successive weeks, prior to the 30th day of July, 1934 and that the first publication appeared in the issue of July 6th 1934.

Dorsey & Mercer, Publishers.
J. D. Mercer

(Appended Order Nisi same as recorded on page 50)

Filed Aug. 14. 1934.

Order of Final Ratification of Sale

Ordered, this 14th day of August, A. D. 1934, by the Circuit Court for St. Mary's County, sitting as a Court of Equity, and by the authority thereof, that the sale made by Elmer M. Harper, Assignee of Mortgage as aforesaid, to The Maryland-Virginia Joint Stock Land Bank of Baltimore and reported in the above entitled cause. be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order.

Wm Meverell Loker
Judge of the Circuit Court.

Filed August 14. 1934.

Bill - Thompson & Jones

Elmer M. Harper

Baltimore, Md., September 24. 1934.

Thompson & Jones
Insurance Agents and Brokers
Bourse Building
406 Water Street

Date	Policy No.	Company		Premium.
June 12	45031	Seaboard	Md. Va Joint Stock Land Bk. vs James S. Gardiner & wife	24.00

Paid
September 24. 1934
Thompson & Jones
By C. L. Setabdach
Thank You

Filed February 9. 1935.

Bill - Charles P. Abell.

Mr. Elmer M. Harper, Assignee of Mortgage
To Charles P. Abell, Auctioneer, Dr.

1934 June 12	By Auctioneer Fee in No. 1700 N. E.	$5.00

Received Payment
June 12. 1934
Charles P. Abell
Auctioneer.

Filed February 9. 1935.

 1700 N.E.

Bill = St. Mary's Enterprise

Saint Mary's Enterprise
Leonardtown, Md.

Mr. Elmer M. Harper, Solicitor, Nunsey Bldg.

May 18-34	Adv. Hyson Farm	15" @ $1.50		$22.50
" 25-34	" " "	15" @ .75		11.25
June 2-34	" " "	15" @ .75		11.25
" 9-34	" " "	15" @ .75		11.25
July 6-34	Order of Nisis			15.00
				$71.25

Paid in full
December 4, 1934
J. J. Weiner

Filed February 9. 1935.

Memorandum of Settlement

Credit to Seller Amount of Purchase Price				$7,500.00
Interest on purchase money	60 days	6500.00		65.00
Deduct from Seller				
Cash paid on account			$1,000.00	
1932 Taxes			117.80	
1933 Taxes			76.17	
1934 Taxes (current year)	5½ months		31.84	
½ Stamps			3.75	
Gross Balance due Seller			6,335.44	
			7.565.00	7.565.00

Filed February 9. 1935.

Reference to Auditor

Referred to the Auditor this 9th day of February. 1935.

Wm. Meverell Loker
Judge.

Filed February 9. 1935.

Auditor's Report

In account with Elmer M. Harper, Attorney - Assignee for Foreclosure.

By amount of proceeds from sale, per report		$7.500.00	
By amount of interest reported		65.00	
To amount due Jos. M. Mattingly, Clerk, his fee			$ 17.50
" " " Elmer M. Harper, Atty + Appr. Fee			35.00
" " " Elmer M. Harper, Atty: Assignee. Com.			375.00
" " " Charles P. Abell, Auctioneer, Use Trustee			5.00
" " " St. Mary's Enterprise, Advertising, Use Trustee			71.25
" " " Thompson + Jones, Agt. Prem. on Bond. Use Trustee			24.00
" " " Aloysius J. King, Auditor fee			9.00
" balance for taxes, etc.			7,028.25
		$7.500.00	$7.500.00
By amount for taxes, etc. ut supra		$7,028.25	
To amount to Jos. B. Drury, Taxes 1932 Use Trust.			$ 117.80
" " " Jos. B. Drury, " 1933 " "			76.17
" " " Jos. B. Drury, Taxes 1934 " "	5½ Mo.		31.84
" " for ½ U.S. Rev. Stamp. Use Trustee			3.75
To amount distributable to mortgage			6,798.69
		$7,028.25	$7,028.25

By amount distributable, ut supra $6,798.69

To To The Maryland-Virginia Joint Stock Land Bank
of Baltimore, per statement of mortgage debt of $8,593.42 $6,798.69

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Attorney-Assignee with proceeds from sale and interest, and after crediting him with his costs, expenses, taxes and stamp the balance is distributed to The Maryland-Virginia Joint Stock Land Bank of Baltimore, Mortgage Claimant.

All of which is respectfully submitted,

February 27th 1935. Aloy. J. King
Auditor.

Filed February 28, 1935.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for Saint Mary's County, Maryland, this 28th day of February, 1935 that the report of the auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the fourth Monday of March next, provided a copy of this order be inserted in some newspaper printed and published in Saint Mary's County, Maryland, once in each of four successive weeks before the said fourth Monday of March next.

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

Filed February 28, 1935.

1729 N. E.

In the matter of the sale of the mortgage premises of Charles W. Young by Philip K. Harsey Jr., Assignee.

Said mortgage being dated June 30th 1932 and recorded among the Land Records of St. Mary's County, Maryland in J. M. M. No. 4 Folio 461, and said mortgage having been duly assigned to the said Philip K. Harsey Jr. Attorney, for the purpose of foreclosure and said mortgagor having defaulted in the terms of the mortgage as shown by the statement of the mortgage debt filed herewith.

In the Circuit Court for St. Mary's County Maryland In Equity. No. 1729 N. E.

Order to docket suit, file mortgage and fix penalty in the Bond.

The Clerk of the Circuit Court for St. Mary's County will please docket as above, file mortgage debt and fix penalty in the bond to be given by the undersigned before the sale.

Philip K. Harsey Jr.
Attorney.

Filed Feby. 28, 1935.

Mortgage

This Mortgage, Made this 30th day of June in the year one thousand nine hundred and thirty-three by and between Charles W. Young, of the City of Washington, District of Columbia, party of the first part, and G. Wilson Dean, Saint Mary's County, State of Maryland, party of the second part:

Whereas, the said Charles W. Young is justly indebted to G. Wilson Dean, of Saint Mary's County, State of Maryland, in the sum of Five Thousand ($5,000.00) Dollars, said sum being the balance due on the purchase price of that certain tract or parcel of land, hereinbefore more fully described and conveyed by that certain deed of even date, executed simultaneously with the execution of this instrument; the said sum of Five Thousand ($5,000.00) Dollars to be paid by the said party of the first part on or before the thirty-first day of December, 1938, with interest thereon at the rate of six per centum per annum, payable annually said interest to begin to run on January 1, 1934, and has given therefor to the said G. Wilson Dean, party of the second part, a promissory note for the said principal sum of Five Thousand ($5,000.00) Dollars, drawn to his order, and payable on December 31, 1938.

The said party of the second part hereby grants the privilege to the said party of the first part herein, his heirs, or assigns, to pay the principal sum or any portion thereof at

any time prior to December 31, 1938 and wishes to better secure the punctual payment of said notes by the execution of this Mortgage, which was a condition precedent to the making of said notes.

Now, this Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar ($1.00) the said party of the first part does grant unto the said party of the second part, in fee simple, all that lot, tract, piece or parcel of ground situate, lying and being in the Fifth Election District of Saint Mary's County, State of Maryland, and described as follows, to-wit:

Part of Scotch Neck or Part of the Blakistone Farm, containing one hundred twenty-five acres, more or less, and being all and the same tract or parcel of land conveyed to Charles W. Young, the Mortgagor herein, by deed from G. Wilson Keene and Effie L. Keene, his wife, to be recorded among the Land Records of Saint Mary's County, Maryland, immediately prior to the recording of these presents, to which deed reference is hereby made for a fuller and more perfect description of the real estate hereby conveyed, by metes and bounds, courses and distances. The exceptions and reservations as to roadways and rights of way made in said deed being also incorporated in and applicable to this mortgage.

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

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

Provided, that if the said Charles W. Young, his heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, 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 party of the first part shall possess the aforesaid property, and shall pay all taxes and assessments, public dues and debts of every kind levied or assessed, or to be levied or assessed after January 1, 1934. But if default be made in payment of said money or the interest thereon to accrue, or 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 G. Wilson Keene his heirs and assigns or John T. D. Briscoe, 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 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 manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale shall be fixed by the party or parties selling; 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 all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed Trustees for making sale of property by virtue of a decree of the Circuit Court for Saint Mary's County, sitting in equity. Secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any shall be paid to the said mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

And it is further agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisements and other legal costs.

Charles H. Young, for himself and for his heirs, executors administrators and assigns, does further covenant to insure and pending the existence of this mortgage to keep insured the improvements on this 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 enure to the benefit of the said G. Wilson Dean, his personal representatives and assigns to the extent of his, her or their lien or claim thereunder.

Witness my hand and seal.

Test: H. H. B. Wike. Charles H. Young (Seal)

State of Maryland, St. Mary's Co. ss:

I Hereby Certify that on this 30th day of June in the year of our Lord one thousand nine hundred and 33 before the subscriber, a Notary Public of the said State in and for the County aforesaid personally appeared ~~in~~ said Charles H. Young, grantor in the aforegoing deed and did acknowledged the foregoing Mortgage to be his act.

Witness my hand and official seal.

(N. P.) (Seal) H. H. B. Wike, Notary Public.

My commission expires May 1st, 1935.

State of Maryland, Saint Mary's County, ss:

I Hereby Certify that on this 20th day of July, in the year one thousand nine hundred and thirty three, before the subscriber, a Notary Public of the State of Maryland, in and for Saint Mary's County aforesaid, personally appeared in said County, John W. T. Bricker, agent of the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth. ~~and that he is the~~

Witness my hand and official seal and that he is the duly authorized agent of the within named mortgagee for the purpose of making this affidavit."

Witness my hand and notarial seal.

(N.P.)
(Seal)

J. Austin Hamilton,
Notary Public.

Assignment

For value received I hereby assign the within Mortgage with notes secured thereby to Alexander A. Webb, as collateral security for a note of $2500 (further secured by a judgment), with all renewals & same.

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

Test:
John W. T. Briscoe.

S. G. Wilson Dean. (Seal)

Received this 11th day of January, 1935 at 10:30 o'clock A. M. for record, and same day recorded in Liber J. M. M. No. 4, folio 462, one of the Mortgage records of St. Mary's County and examined per me.

Jos. M. Mattingly,
Clerk.

Recdg. $0.40 Paid.

We hereby assign the within Mortgage to Philip W. Harvey Jr., Attorney, for the purpose of foreclosure.

Witness our hands and seals this 18th day of February, 1935.

Test:
Franklin W. Dean.

Alexander Webb (Seal)
S. Wilson Dean (Seal)

Received this 28th day of February, 1935 at 10:00 o'clock A. M. for record, and same day recorded in Liber J. M. M. No. 4, folio 462 one of the Mortgage records of St. Mary's County and examined per me.

Jos. M. Mattingly,
Clerk.

Received for record on the 20th day of July A. D., 1932 at 3:00 P.M. and recorded in Liber J. M. M. No 4, folio 461 one of the Land Mtge. Records for the County of St. Mary's, State of Maryland and examined per.

Jos. M. Mattingly,
Clerk.

Recdg. $1.10 Paid.
Filed Feby. 25, 1935.

Statement of Mortgage Debt with two mortgage notes

In the matter of the sale of the mortgaged premises of Charles W. Young by Philip W. Harvey Jr., Assignee.

Amount due on mortgage note dated June 30, 1932

Principal $5,000.00

1729 N. E.

Amount due as interest to December 31st 1934 $300.00
Amount due as interest from December 31st 1934
to ratification of sale. 71.50
$371.50

Mortgage Note secured by Mortgage of even date
$300.00 June 30, 1932.
On December 31st, 1934 after date, I promis to pay to the order
of S. Wilson Dean Three Hundred Dollars, Value received.
C. N. Young.

Mortgage Note secured by Mortgage of even date.
$500.00 June 30th, 1932
On December 31st, 1938 after date, I promis to pay to the order
of S. Wilson Dean, Five Thousand Dollars. Value received.
C. N. Young.
Filed Feby. 28, 1935

Order Prescribing Penalty in the Bond to be given by Assignee

Whereas, under and by virtue of a mortgage from the said Charles N. Young to S. Wilson dated June 30th 1932 and duly recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 4 Folio 461, the same having been duly assigned to Philip H. Harvey Jr. for the purpose of foreclosure, who became empowered with authority to sell the property therein described and mentioned.

Whereas, the said Philip H. Harvey Jr., Assignee, of said mortgage has expressed his intention of selling said property, the contingency for the sale of same having occurred and has requested the undersigned the Clerk of the Circuit Court for St. Mary's County, Maryland, to prescribe the penalty in the assignee's bond under and by virtue of the Act of Assembly of Maryland, made and provided in such case in conformity therewith I do therefore hereby prescribe the penalty in said bond shall be Six Thousand Dollars ($6000.00).

Jas. M. Mattingly.
Clerk of
the Circuit Court for
St. Mary's County, Maryland

Dated March 1st 1935.
Filed Mar. 5, 1935.

Bond

Know all men by these presents, that we Philip H. Harvey Jr., Assignee of mortgage, as principal, and Ike Weiner as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Dollars ($6,000.00) to be paid to the said State or its certain attorney; to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and

severally, firmly by these presents, sealed with our seals and dated this 25th day of March 1935.

Whereas, the above bounden Philip K. Darsey Jr., by virtue of a power of sale contained in a mortgage dated June 30th 1933 from Charles W. Young to G. Wilson Dean, recorded among the Land Records of St. Mary's County, Maryland in Mortgage Liber J. M. M. No. 4 Folio 461 was given power to sell in case of default and default having occurred and said mortgage having been duly assigned to Philip K. Darsey Jr. for the purpose of foreclosure, has caused suit to be docketed in the Circuit Court for St. Mary's County in Equity being No. 1729 N. E., now pending.

Now the condition of the above obligation is such that if the above bounden Philip K. Darsey Jr., assignee of said mortgage as aforesaid do and shall well and faithfully perform the trust reposed in him by said assignment of said mortgage for the purpose of foreclosure or that may be reposed in him by any decree or order in the premises, then the above obligation to be void otherwise to remain in full force and virtue in law.

Witness our hands and seals this 25th day of March 1935.

Test:
Alay. F. King
As to both

Philip K. Darsey (Seal)
Ike Weiner (Seal)

The within bond is hereby approved.

Jos. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 49.
Filed March 26, 1935.

Report of Sale of Assignee with Certificate of Publication of Sale.

The Report of Philip K. Darsey, Assignee, for the purpose of foreclosure of a mortgage from Charles W. Young to G. Wilson Dean, dated June 30th 1933 and recorded among the Land Records of St. Mary's County in Liber J. M. M. No. 4, Folio 461, said mortgage having empowered the said mortgagee or his attorney to make sale of the real estate in said mortgage mentioned, default in said mortgage having occurred, respectfully shows:

(1) That after giving bond with security for the faithful performance of the trust and after having complied with all the other prerequisites as required by law and the said mortgage and after giving notice of the time, place, manner and terms of sale by advertisements printed in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, Maryland, for at least twenty days previous to the day of the sale as shown by the certificate of publication of said notice of sale herewith filed, he did pursuant to the powers contained in said mortgage attend at the Court House Door at Leonardtown, Md. on Tuesday March 26th 1935 at the hour of Ten

oclock P. M. and then and there proceeded to sell said property in the manner following, that is to say: He offered at Public sale to the highest bidder the property described and conveyed by said mortgage and described as follows: All that lot, piece, tract or parcel of land situate, lying and being in the Fifth Election District of St Marys County and State of Maryland and described as follows, to wit: "Part of Scotch Neck" or part of the "Blackistone Farm" containing one hundred and twenty-five acre of land, more or less and being all and the same tract or parcel of land conveyed to Charles H. Young by G. Wilson Dean and Effie Dean, his wife, dated June 30th, 1923 and duly recorded among the Land Records of St. Marys County, Maryland, in Liber J. W. W. No. 8, Folio 291 to which deed reference is hereby made for a more particular description by metes and bounds, courses and distances. And the said Philip K. Darsey Jr., assignee, sold the above described property to G. Wilson Dean for the sum of Three Thousand Dollars ($3,000.00) he being then and there and at the time the highest bidder therefor, the terms of sale being cash with a deposit of $500.00 on the day and at the time of sale and the balance in cash upon ratification. And the said Philip K. Darsey Jr., assignee begs to report that the said G. Wilson Dean has complied with the terms of sale and that he is satisfied that the said purchaser will comply with the other terms of sale upon ratification thereof.

Philip K. Darsey Jr.
Assignee.

State of Maryland, St. Marys County, to wit:

I hereby certify that on this 4th day of April, 1933 before me the subscriber the Clerk of the Circuit Court for St. Marys County, Maryland, personally appeared Philip K. Darsey Jr. assignee and made oath in due form of law that the matters and facts in the aforegoing report of sale as set forth are true and bona fide as therein set forth and that the sale therein reported was fairly made.

Witness my hand and seal of the Circuit Court for St. Marys County, Maryland.

Jos. M. Mattingly,
Clerk of
the Circuit Court for St.
Marys County, Maryland.

This is to certify that the appended Notice of Sale has been published in the Saint Marys Enterprise, a newspaper published in St. Marys County Maryland once a week for 4 successive weeks, prior to the 26th day of March, 1933 and that the first publication appeared in the issue of March 1st, 1933.

Darsey & Weiner,
Publishers.

Mortgage Sale of Valuable Waterfront Property situate, lying and being on Cuckold's Creek, in the Fifth Election District of St. Mary's County, Md.

Under and by virtue of the power of sale contained in a certain mortgage from Charles W. Young to J. Wilson Dean, dated June 30th, 1933 and duly recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 4, folio 461 default having occurred under the terms of said mortgage and the same having been duly assigned to me for the purpose of foreclosure, the undersigned Assignee will offer at public auction to the highest bidder at the Court House door in Leonardtown, Saint Mary's County, Maryland, on Tuesday, March 26, 1935, at the hour of two o'clock P. M., the property described in said mortgage, that is to say; All that lot, tract, piece or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County, State of Maryland and described as follows, to wit: "Part of Scotch Neck" or part of the "Blackistone Farm" containing one hundred and twenty-five acres of land, more or less, and being all and the same tract or parcel of land conveyed to Charles W. Young by deed from J. Wilson Dean and Effie Dean, his wife, dated June 30th, 1933 and duly recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 8, folio 291, to which deed reference is made for a more particular description by metes and bounds, courses and distances.

This Property is well located on Cuckold's Creek where oysters and fish may be had in abundance. There is also a good harbor where boats both large and small may be safely kept. It is improved by a large dwelling house in good repair, two large tobacco barns, and other necessary outbuildings in good repair. The soil is suited for growing all staple crops and is particularly well adapted for the growth of tobacco.

Terms of Sale: A deposit of $500.00 will be required of the purchaser or purchasers on the day and at the time of sale. Balance in cash upon ratification of sale, by the Court conveyancing, Revenue Stamps, etc. at the cost of the purchaser or purchasers.

Charles P. Abell, Esq. Auctioneer.

Philip K. Leary Jr.
Assignee.

Filed April 4, 1935.

Order Nisi of Sale

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this fourth day of April 1935, 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 fifth monday of April 1935 provided a copy of this order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said fifth monday of April next. The report states the amount of the sale to be three thousand dollars,

62 1729 N. E.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County, Maryland.

Filed Apr. 4, 1935

Certificate of publication of order Nisi

Certificate of Publication In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 1 successive weeks, prior to the 1st day of May, 1935 and that the first publication appeared in the issue of April 5th, 1935.

Harvey & Weiner,
Publishers.
Ike Weiner.

In the Matter of the sale of the mortgaged premises of Charles H. Young, by Philip K. Harvey, Jr., Assignee.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity this fourth day of April, 1935 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 fifth Monday of April, 1935 provided a copy of this order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once in each of ~~three~~ successive weeks before the said fifth Monday of April next. The report states the amount of the sale to be three thousand dollars.

True Copy - Test:
Jos. M. Mattingly,
Clerk.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed June 1, 1935.

Order final Ratification of Sale and reference to Auditor.

Ordered by the Circuit Court for St. Mary's County this first day of June, 1935 that the sale of the property mentioned in these proceedings made and reported by Philip K. Harvey Jr., Assignee, be and it is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause. And it is further ordered that this case be referred to the Auditor of this Court to state an account.

June 1st 1935.

Wm. Merrell Laker,
Judge.

Filed June 1, 1935.

Tax Bill
Yr. 1934

No. 178
Mr. Chas. H. Young Sixth District

To Joseph B. Drury, County Treasurer, Dr. Taxes for year 1934.
Due September 1, 1934.

To County Tax on $4052 rate 92c on $100.	$ 37.29
To State Tax on $ " rate 22c on $100	8.92
To 5 per cent commission on State Tax	.45
To interest on County Tax from Sept. 1, 1934	2.22
To interest on State Tax from Sept. 1, 1934	.54
	$ 49.42

Filed July 30, 1935.

Auditor's Report

In account with Philip W. Dorsey, Jr. Attorney-Assignee.

By Amount of proceeds from sale per report	$3,000.00	
To Amt. due Jas. M. Mattingly, Clerk, his fees.		$ 15.00
" " " Philip W. Dorsey, Jr., Attorney his fee.		30.00
" " " Philip W. Dorsey, Assignee Commissions.		180.00
" " " Charles P. Abell, Auctioneer, his fee.		5.00
" " " St. Mary's Enterprise, Advertising.		48.75
" " " Aloysius J. King, Auditor, his fee.		9.00
To amount for taxes, etc.		2,712.25
	$3,000.00	$3,000.00
By Amount for Taxes, etc.	$2,712.25	
To Amt. due Jas. B. Drury, Co. Treas. Taxes 1934		$ 49.43
To Amount distributable on Mortgage		2,662.82
	$2,712.25	$2712.25
By Amount distributable to Mortgage	$2,662.82	
To Alexander Webb, assignee of interest of $2,500. in Mortgage to secure note of G. Wilson Dean, Mortgagee, in full.		$2600.00
To G. Wilson Dean, balance to apply on Mortgage, principal and interest of $5,371.50		62.82
	$2,662.82	$2662.82

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the proceedings in the above entitled cause, and from them has stated the within account, first charging the Assignee with the proceeds of sale, and, after crediting him with his commission, the costs and expenses of sale, together with taxes due and in arrears, the net balance is distributable to the Holders of the Mortgage as their interests appear therein.

All of which is respectfully submitted.

July 30, 1935.

Aloy. J. King,
Auditor.

Filed July 31, 1935.

1729 N. E.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity. This 4th day of September, 1935 that the statement and account of the auditor made, reported and filed in the above case be ratified and confirmed unless cause to the contrary be shown on or before the 5th Monday in September next provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County once in each of four successive weeks before the said fifth Monday of September next.

Corrected 9-17-63

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Sept. 4, 1935.

Certificate of Publication of Order Nisi and Order of final ratification of Auditor's account.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 5th Monday of September, 1935 and that the first publication appeared in the issue of September 6, 1935.

Harvey & Heiner,
Publishers.

In the matter of the sale of the Mortgaged Premises of Charles F. Young, by Philip N. Darsey Jr., Assignee.
In the Circuit Court for St. Mary's County, Maryland. In Equity No. 1729 N. E.

Ordered by the Circuit Court for St. Mary's County Maryland, in Equity, this 4th day of September, 1935 that the statement and account of the auditor, made, reported and filed in the above case, be ratified and confirmed unless cause to the contrary be shown on or before the 5th Monday in September, next provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County once in each of four successive weeks before the said fifth Monday of September next.

True Copy - Test:
Jos. M. Mattingly
Clerk.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this 4th day of November, 1935 that the statement and account of the Auditor made, reported and filed in the above entitled case be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been

given according to the Certificate of Publication of the Order Nisi heretofore filed in this case.

Wm. Merrell Laker,
Judge.

Filed Nov. 20, 1925

1736 N. E.

In the matter of the sale of the mortgaged property of Alice M. Jones and Henry A. Jones, by Philip K. Dorsey Jr., Assignee.	In the Circuit Court for St. Mary's County, Maryland in Equity. No. 1736 N. E.

Order to Docket Suit

Under the power of sale contained in a mortgage from Alice M. Jones and Henry A. Jones to Frank S. Dudley recorded in Liber E. B. A. No. 16 Folio 317 one of the Land Records of St. Mary's County, Maryland, said mortgage having been duly assigned to me for the purpose of foreclosure and said mortgagors having defaulted in the payment of the principal and interest due under said mortgage as appears from the statement of the mortgage debt, the Clerk of the Circuit Court for St. Mary's County will please docket as above file mortgage and fix penalty in the bond to be given by the undersigned before the sale.

Philip K. Dorsey Jr.
Attorney.

Filed June 4, 1935

Mortgage

This Mortgage, Made this twenty fifth day of July, in the year nineteen Hundred and Seventeen, by Alice M. Jones and Henry A. Jones, of the City of Baltimore State of Maryland, of the first part and Frank S. Dudley, of the City of Baltimore and State of Maryland of the second part.

Witnesseth:

Whereas the said Alice M. Jones and Henry A. Jones, are jointly indebted unto Frank S. Dudley, in the further sum of Six Hundred Dollars, advanced and loaned to them by the said Frank S. Dudley, and have given therefore to the said Frank S. Dudley their single bill for the said principal sum of Six Hundred Dollars, dated June, 17th, 1917, and payable to the order of the said Frank S. Dudley, three years after date; and also their three single bills for annual interest thereon, each for the sum of Thirty Six Dollars, of the same date and drawn to the same order and payable, in one, two and three years, to better secure the payment of all of which several single bills as they become due, these presents are executed.

Now, therefore this mortgage witnesseth that, in consideration of the premises and of the sum of One Dollar, the said Alice M. Jones, and Henry A. Jones, do hereby grant and convey unto the said Frank S. Dudley, all that tract or parcel of land lying and being in the 5th. Election District of St. Mary's County, State of Maryland, called and known as part of "Trent Neck," containing One hundred and seventy seven acres, more or less.

Being part of a Lot #1, which in the division of the real estate of Susana T. Hawkins, made in the year 1805, was allotted to George Frazer Hawkins, as containing One hundred and eighty nine acres more or less, as appears from Land Commissioners Record #1, J. M. Folio 167, in the office of the Clerk of the Circuit Court for St. Mary's County, which said another part of said Lot #1, was thereafter conveyed by a certain Henry Jones and Ann Jones, his wife, dated Sept. 2nd, 1869, recorded among the land records of said St. Mary's County, in Liber J. A. C. # 4, Folio 57, to Joseph M. Jones, except Twelve and one fourteenth acres thereof, which were conveyed by the said Joseph M. Jones and wife in their lifetime, that is to say:
Nine acres conveyed to John T. Ballenger, by deed, dated March, 16th, 1877, recorded among the land records in St. Mary's County Liber, J. F. F. #2, Folio 329 and three and one fourteenth acres conveyed to Mary Edna Graves, by deed, dated October 18th, 1895 and recorded in Liber J. F. F. #10, Folio, 325 one of the land records of St. Mary's County Maryland,

And being the same land of which the said Joseph M. Jones died, seized and possessed and which by his Last Will and Testament, dated March 30th, 1905, probated by the Orphans Court of St. Mary's County, on July, 25th, 1905, and recorded among the Will Records in the Office of the Register of Wills for said St. Mary's County, in Liber W. W. D. #8 Folio 197, was devised to his wife Matilda Jones, for life with remainder over to his children Alice M. Jones, Henry A. Jones and James W. Jones who died intestate before the date of the death of Joseph M. Jones, leaving no children, but a widow who still survives him, the said Matilda Jones, being now dead;
And also being the same property which Mary A. Miller, widow of James W. Jones, conveyed her dower interest therein to Alice M. Jones and Henry A. Jones, by deed, dated the 4th, day of September 1916, and duly recorded in Liber E. B. G. #15, Folio 408, one of the land records of St. Mary's County, Maryland.

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 Frank L. Dudley, his heirs and assigns forever.

Provided that if the said Alice M. Jones and Henry A. Jones, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Alice M. Jones, and Henry A. Jones, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which, taxes, assessments,

public dues, charges, mortgage debt and interest, the said Alice M. Jones and Henry A. Jones, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Frank L. Dudley, his personal representatives or assigns, or Joseph N. Ching, their 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 newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty dollars and a commission to the party making sale of such property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland: Secondly, to the payment of all claims of the said 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, their personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagor, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest equal to one half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay and the said Mortgagee his personal representatives or assigns or Joseph N. Ching, their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may

be proceeded with unless, prior to the day appointed therefor legal tender be made of said principle, costs, expenses and commission.

And the said Alice M. Jones, and Henry A. Jones for themselves, their personal representatives and assigns, do further covenant to insure, and during the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars, and to cause the policy to be affected thereon to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:
Ellsworth L. Knight.

Alice M. Jones (Seal)
Henry A. Jones (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this twenty-fifth day of July in the year nineteen hundred and seventeen before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Alice M. Jones, and Henry A. Jones, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Frank S. Dudley and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

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

(N. P.)
(Seal)

Ellsworth L. Knight

I hereby assign the within Mortgage to Philip R. Darsey, Junior, attorney for the purpose of foreclosure.

Witness my hand and seal this 18th day of January, in the year nineteen hundred and thirty-three.

Witness: Richard Laur.

Frank S. Dudley (Seal)

Received for Record July 27, 1917 at 1 o'clock P. M. Same day recorded in Liber E. B. H No. 16, Folio 317 &c., one of the Land Records of

examined per
Enock B. Hall
Clerk.

Cost of Record $3.75 Paid.
Filed June 4, 1935.

Order Prescribing Penalty in the Bond to be Given by Assignee

Whereas, under and by virtue of a mortgage from Alice M. Jones and Henry A. Jones to Frank S. Dudley recorded in Liber E. B. H. No. 16 Folio 317 of the Land Records of St Mary's County, Maryland

the same having been duly assigned by Philip K. Harsey Jr., for the purpose of foreclosure who became empowered with authority to sell the property therein described and mentioned and Whereas the said Philip K. Darsey Jr., Assignee of said mortgage has expressed his intention of selling said property the contingency for the sale of same having occurred and requested the undersigned the Clerk of the Circuit Court for St. Marys County, Maryland to prescribe the penalty in the assignee's bond, under and by virtue of the Act of Assembly of Maryland, made and provided in such cases in conformity therewith I do therefore hereby prescribe the penalty in the bond shall be Three Thousand Dollars.

Jas. M. Mattingly,
Clerk.

June 18, 1934.
Filed June 18, 1934.

Statement of Mortgage Debt.

Amount of Principal	$600.00
Interest to January 1st 1935	40.00
Interest from January 1st 1935 to July 1st 1935	18.00

Filed June 20, 1935.

Statement of Mortgage Claim.

Statement of the Mortgage Claim to Frank S. Dudley under the mortgage from Alice M. Jones and Henry A. Jones to said Frank S. Dudley, dated the 25th day of July, 1917, and recorded among the Land Records of St. Marys County in Liber E. B. G. No. 14, Folio 317 &c., which mortgage was assigned by the said Frank S. Dudley to Philip K. Darsey Jr. for the purpose of foreclosure:

Balance due for Principal of Mortgage	$600.00
Interest due to July 2, 1935, date of Sale.	58.60
	$658.60

Frank S. Dudley.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 19th day of June 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank S. Dudley, 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 above entitled cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(N.P.)
(Seal)

G. William Peppler
Notary Public.

Filed June 24, 1935.

Mortgagee's or Attorney's Bond

Know All Men By These Presents:

That we, Philip H. Dorsey, Jr., Lenardtown, Maryland, as Principal and the Fidelity And Deposit Company Of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally by these presents.

Sealed with our seals and dated this 22nd day of June in the year of our Lord one thousand nine hundred thirty-five.

Whereas, the above bounden Philip H. Dorsey, Jr. by virtue of the power contained in a mortgage from Alice M. Jones and Henry B. Jones to Frank L. Dudley bearing date the 25th day of June, 1917 and recorded among the Land records of St. Marys County in Liber C. B. A. No. 16 Folio 317 and duly assigned of record to the said Philip H. Dorsey, Jr., for the purpose of foreclosure, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition Of The Above Obligation Is Such, That if the above bounden Philip H. Dorsey, Jr. 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 Philip H. Dorsey, Jr. has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Philip H. Dorsey Jr. (Seal)

Fidelity And Deposit Company Of Maryland

Signed, sealed and delivered in the presence of
Ike Weiner.

By E. V. Shockley. (Seal)
Attorney-in-Fact.

(Corp.)
(Seal)

As to Surety:
By L. Gillis.

State of Maryland, Baltimore City, set:

Know All Men By These Presents: That the Fidelity And Deposit Company Of Maryland, a carporation of the State of Maryland, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had

hereby duly vested by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

Witness the seal of the said Fidelity And Deposit Company Of Maryland duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

Fidelity And Deposit Company Of Maryland.
By: E. R. McSettle,
Vice-President.

Attest:
J. G. Yost
Assistant Secretary

(Corp.) (Seal)

I Hereby Certify that the above is a correct and true copy of the original Power of Attorney.
June 22, 1932.

(Corp.) (Seal)

Fidelity And Deposit Company Of Maryland
V. G. Dielsdolph
Assistant Secretary.

Bond Approved June 24, 1932.

Jas. M. Mattingly,
Clerk.

Filed June 24th, 1932.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 2-4.
Filed June 24th, 1932.

Assignee's Report of Sale

To the Honorable the Judges of said Court:

The report of Philip B. Dorsey, Jr. Assignee for the purpose of foreclosure of Mortgage from Alice M. Jones and Henry G. Jones to Frank L. Dudley dated July twenty-fifth nineteen hundred and seventeen and recorded among the Land Records of St. Mary's County, Maryland in Liber E. B. G. No. 16 Folio 219 etc., said Mortgage having been duly assigned to Philip B. Dorsey, Jr., default having occurred by failure to pay the principal of said Mortgage and by failure to pay interest due on said Mortgage respectfully shows:

First, that after having given bond with security for the faithful performance of the trust and after having complied with all the other prerequisites as required by law and the said Mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement printed in the "St. Mary's Enterprise," a newspaper printed and published in St. Mary's County, Maryland for at least twenty days previous to the day of sale as shown by the Certificate of Publication of said Notice of Sale hereunto filed, he did pursuant to the powers contained in said Mortgage, attend at the Courthouse door in Leonardtown, St. Mary's County, Maryland, on Tuesday, July second nineteen hundred and thirty-five, at one o'clock P. M., and then and there proceeded to sell said property in the manner

following, that is to say:

We offered at public ~~auction~~ sale to the highest bidder the property described in and conveyed by said mortgage and described as follows:

All that tract or parcel of land lying and being in the Fifth Election District of St. Mary's County, State of Maryland, called and known as part of "Trent Neck", containing one hundred and seventy-seven acres of land, more or less.

Being part of a Lot No. 1, which, in the division of the real estate of Susana T. Hawkins, made in the year 1805, was allotted to George Frair Hawkins, as containing one hundred and eighty-nine acres more or less, as appears from Land Commissioners Record No. 1 J. M. Folio 167, in the office of the Clerk of the Circuit Court for St. Mary's County, which said another part of said Lot No. 1 was thereafter conveyed by a certain Henry Jones and Anna Jones, his wife, dated Sept. 22nd, 1869, recorded among the Land Records of said St. Mary's County, in Liber J. A. C. No. 4, Folio 57, to Joseph E. Jones, except twelve and one-fourteenth acres thereof, which were conveyed by the said Joseph E. Jones and wife, in their lifetime, that is to say: Nine acres conveyed to John T. Ballenger, by deed dated March 16th, 1877, recorded among the land records of St. Mary's County, Liber J. T. C. No. 2, Folio 329, and three and one fourteenth acres conveyed to Mary Edna Graves by deed dated October 18th, 1895 and recorded in Liber J. T. C. No. 10, Folio 325, one of the Land Records of St. Mary's County, Maryland.

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

And the said Philip K. Hardey, Jr., Assignee of the aforesaid mortgage for the purpose of foreclosure sold the above described property to Ralph Robinson, Jr. and for the sum of Twenty-eight and Seventy-five Dollars ($28.75), he being then and there the and at that price the highest bidder therefore, subject however to the three following mortgages:

1. Mortgage from Matilda Jones, widow to Frank L. Dudley, dated the 23rd day of October, 1911, recorded in Liber E. B. A. No. 9, Folio 504, Land Records of St. Mary's County.
2. Mortgage from Matilda Jones, et al to Mary C. Dudley dated the 11th day of December, 1913, recorded in Liber E. B. A. No. 12, Folio 580, Land Records of St. Mary's County.
3. Mortgage from Alice M. Jones and Henry A. Jones to Frank L. Dudley, dated the 17th day of December, 1915; recorded in records of St. Mary's County.

Also subject to the due operation and effect, as may be, of the following language contained in the last will and testament of Joseph E. Jones, recorded in Liber P. N. D. No. 1, Folio 197, Register of Wills Office, St. Mary's County, namely,

"I give and bequeath to my wife, Matilda Jones the farm lying in the Fifth Election District together with all houses

and barns and all that pertains thereto as long as she lives and at her death the said farm shall be equally divided between Alice M. ~~Xxxxx~~ Keary and James W. Jones and the said Alice M. Keary and James W. Jones shall see that Birdie Jones is provided for and taken care of as long as she lives.

Further subject to a one-ninth undivided fee simple interest in the said Birdie Jones.

The terms of said sale being cash at the time of ratification of sale by the Court with a deposit of three hundred dollars ($300.00) required for the purchaser on the day and at the time of sale and the said Philip K. Harsey, Jr., Assignee, begs to report that the purchaser has complied with the terms of sale and that he is satisfied that he will comply with the other terms of sale upon the ratification thereof.

Philip K. Harsey, Jr.,
Assignee.

State of Maryland, St. Mary's County, to-wit:

I hereby certify that on this 3d day of July in the year nineteen hundred and thirty-five the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared Philip K. Harsey, Jr. and made oath in due form of law that the matters and facts in the foregoing report of sale set forth are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

Witness my hand and seal of the Circuit Court for St. Mary's County, Maryland.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed July 3, 1935.

Certificate of Auctioneer

Received of Philip K. Harsey, Jr. Five Dollars ($5.00) for Auctioneer's fee in the sale of the property known as "Trent Neck" which sale was made at public auction on the second day of July, nineteen hundred and thirty-five by Philip K. Harsey, Jr. Assignee of Mortgage of Frank H. Dudley.

I further certify that I acted as Auctioneer, and that I sold the property to Ralph Robinson for Twenty-eight Hundred and Seventy-five Dollars ($2875.00) he being the highest bidder therefore.

I further certify that said sale was fairly made.

Chas. J. P. Abell
Auctioneer.

Filed July 3, 1935.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 3d day of July, 1935, that the sale of the property mentioned in these proceedings, made and reported by Philip H. Harvey, Jr., assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the first monday of August next, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the first monday in August next. The report states the amount of said sale to be twenty-eight hundred and seventy-five Dollars ($2875.00).

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed July 3, 1935.

Tax Bills
1933 & 1934

No. 401.
Mr. Jos. N. Jones Wife. Fifth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1933. Date September 1, 1933.

To County Tax on $2235 rate 94c on $100	$ 49.21
To State Tax on $ rate 22c on $100.	13.09
To 5 per cent commission on State Tax	.66
To interest on County Tax from Sept. 1, 1933	2.70
To interest on State Tax from Sept. 1, 1933	1.24
	per .50
	$ 70.70

No. 181.
Mr. Jos. N. Jones, Wife. Fifth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934 Date September 1, 1934.

To County Tax on $2235 rate 92c on $100.	$ 48.17
To State Tax on $ " rate 22c on $100.	11.52
To 5 percent Commission on State Tax	58
To interest on County Tax from Sept. 1, 1934	2.70
To interest on State Tax from Sept. 1, 1934.	58
	$63.55

Filed July 3, 1935

Certificate of Publication of Order Nisi

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the annexed Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 1st Monday of August, 1935 and that the first publication appeared in the issue of July 5th, 1935.

1736 N. E.

Dorsey and Heiner,
Publishers.
Philip H. Dorsey, Jr.,
Editor.

In the matter of the sale of the mortgaged premises of Alice M. Jones and Henry A. Jones, mortgagors, by Philip H. Dorsey, Jr., Assignee.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 3d day of July, 1935, that the sale of the property mentioned in these proceedings, made and reported by Philip H. Dorsey, Jr. Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday of August next; provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the first Monday in August next. The report states the amount of said sale to be twenty-eight hundred and seventy-five ($2875.00).

True Copy - Test:
Jas. M. Mattingly,
Clerk.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Aug. 14, 1935.

Order of Ratification of Sale

Ordered by the Circuit Court for St. Mary's County, Maryland this 14th day of August, 1935, that the sale made and reported by Philip H. Dorsey, Jr., Assignee, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor; and it is further ordered that this case be referred to the Auditor to state an account.

Wm. Mitchell Baker,
Judge.

Filed August 14, 1935.

Bill

St. Mary's Enterprise.

Philip H. Dorsey, Assignee — No. 1736 N. E.

1935

June 7	Adv. Sale	16"	@ 1.50	24.00
" 14	"	" 16"	@ .75	12.00
" 21	"	" 16"	@ .75	12.00
" 28	"	" 16"	@ .75	12.00
July 5	Order Nisi on Sale			7.50
" "	on Auditor's Report			7.50
				$75.00

Filed Aug. 21, 1935

Bill

Fidelity and Deposit Company of Maryland

Number J. #4101954 June 22nd, 1935.
Philip W. Harvey, Jr., Leonardtown, Md.
Surety to Frank S. Dudley vs. Alice M. Jones & Henry A. Jones.
J. D. Weiner, Leonardtown, Md., Agent.
Term Premium Covers 6-22-35 — 6-22-36 Liability $2,000.00
Premium $12.00 Attorney in Mortgage.
Bond herewith. Please have enclosed application signed and returned to us.
August 26, 1935 Received payment
E. L. W.

Filed Aug. 26, 1935.

Tax Bills

1933-1934-1935

No. 404.
Mr. Joseph H. Jones Wks. Fifth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1933. Due September 1, 1933.

To County Tax on $5225 rate 94c on $100.	$49.21
To State Tax on $ " rate 25c on $100.	13.09
To 5 per cent commission on State Tax	.66
To interest on County Tax from September 1, 1932	6.15
To interest on State Tax from September 1, 1932	1.62
	.50
	$71.23

No. 198
Mr. Jos. H. Jones Wks. Fifth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934 Due September 1, 1934

To County Tax on $5225 rate 92c on $100.	$48.17
To State Tax on $ rate 22c on $100	11.52
To 5 per cent commission on State Tax	.58
To interest on County Tax from Sept. 1, 1934	3.11
To interest on State Tax from Sept. 1, 1934	.75
	$64.13

No. 36
Mr. Jos. H. Jones, Wks. Fifth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for 1935 Due September 1, 1935.

To County Tax on $5225 rate $1.00 on $100.	$52.25
To State Tax on $ rate 22c on $100.	11.52
To 5 per cent commission on State Tax	.58
	$64.45

Filed Aug. 28, 1935.

Memorandum of Jones Mortgage

To Dudley & Carpenter, Dr. St. Mary's County.

July 1st, 1935 Interest to date			Jan. 1, 1935 Interest
68.37	Mortgage	October 23, 1911 700.00	47.37
58.60	"	December 11th, 1912 600.00	40.60
58.60	"	December 17th, 1912 600.00	40.60
58.60	"	July 25th, 1917 600.00	40.60
78.13	"	March 17th, 1921 800.00	54.13
39.07	"	September 10th, 1928 400.00	27.07
39.07	"	October 3rd, 1930 400.00	27.07
400.44		4100.00	277.44

1935
July 1st Interest due on the above Mortgage. 400.44
$4500.44

Filed Aug. 28, 1935.

Mortgage

This Mortgage, Made this twenty-third day of October, in the year nineteen hundred and Eleven, by Matilda Jones, widow, Alice M. Jones and Henry A. Jones, of Baltimore City, State of Maryland, of the first Part and Frank S. Hudley of the said City and State of the second part.

Witnesseth:

Whereas the said Matilda Jones, widow, Alice M. Jones, and Henry A. Jones, are severally and jointly indebted unto Frank S. Hudley, in the full and just sum of Seven hundred 00/100 Dollars, C. M. debt, for money this day advanced, and have given therefor to the said Frank S. Hudley, their single bill for the principal sum of Seven hundred 00/100 Dollars, of even date herewith, drawn to his order and payable three years after date and also their three single bills for annual interest thereon, each for the sum of Forty-two 00/100 Dollars, of the same date and drawn to the same order and payable in One, Two and Three Years to better secure the payment of all of which several single bills as they become due, these presents are executed.

Now, therefore, this Mortgage witnesseth, that in consideration of the premises, and of the sum of One Dollar, the said Matilda Jones, widow, Alice M. Jones and Henry A. Jones, do hereby grant and convey unto the said Frank S. Hudley, his heirs and assigns, all of our right, title, interest, claim, demand, at law and in equity in and to all that tract or parcel of land called and known as part of "Trent Neck," situate, lying and being in the 5th Election District of St. Mary's County, Maryland and containing one hundred and eighty nine acres more or less, being a part of the land conveyed by Henry Jones and Ann Jones, to Joseph N. Jones, by deed dated the 2nd day of September, 1869, as will fully and at large appear by reference to Liber J. A. C. #4, Folio 97, one of the land records of St. Mary's County, Maryland, and also being the same land which the late Joseph N. Jones, devised and bequeathed to his

to his widow, Matilda Jones, during her life, and after her death to his children, viz, Alice M., Henry A. and James W. Jones, the latter having departed this life, since the execution of the Last Will and Testament of the said late Joseph W. Jones, The said last will and testament was duly filed and probated in the Orphans Court of St. Marys County and duly recorded in Liber O.W.B. No. 7, one of the Wills records of said Court.

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 Frank S. Dudley, his heirs and assigns forever.

Provided that if the said Matilda Jones, widow, Alice M. Jones, and Henry A. Jones, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Matilda Jones, widow, Alice M. Jones, and Henry A. Jones, shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues, and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Matilda Jones, widow, Alice M. Jones, and Henry A. Jones, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, and the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Frank S. Dudley, his personal representatives and assigns, or Joseph W. Ching, their 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 newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Twenty Dollars to the party making sale of said property, and a commission ~~allowed trustees for making sale of 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 their personal representatives or assigns or to whoever may be entitled to the same.

And the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest equal to One half the percentage allowed for commissions to trustees making sale under orders or decrees of the Circuit Court for St Mary's County, in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay. And the said Mortgagee his personal representatives or assigns & Joseph N. Ching, their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal interest, costs and commission.

And the said Matilda Jones, widow, Alice M. Jones, and Henry A. Jones for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives, and assigns, to the extent of their claim or claims hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:
T. Howard Embert.

Matilda Jones (Seal)
Alice M. Jones (Seal)
Henry A. Jones (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 23rd day of October, in the year nineteen hundred and Eleven before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Matilda Jones, Alice M. Jones and Henry A. Jones, the Mort-

gagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Frank S. Hudley, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As witness my hand and notarial seal this 23rd day of October, 1911.

(N. P.) (Seal)

T. Howard Embert,
Notary Public.

I hereby assign the within Mortgage to Philip R. Dorsey, Jr., Attorney for the purpose of foreclosure.

Witness my hand and seal this 18th day of January, 1923.

Test:
Richard Laur.

Frank. S. Hudley (Seal)

Date Mtg. Oct 23/1911 for 3 yrs.
Int. payable yearly.
Int. due Oct. 23, 1911
" 23, 1913
" 23, 1914
" 23, 1915
" 23, 1916
" 23, 1917

Received for record October 25th, 1911, at 10:30 o'clock A. M. & same day recorded in Liber C. B. A. No. 9, Folio 504 &c., one of the Land Records of St. Mary's County and examined per

Enoch B. Abell,
Clerk.

Cost of Record $3.00 Paid.
Filed Aug. 28, 1935.

Mortgage

This Mortgage, Made this Seventeenth day of December, in the year nineteen hundred and fifteen, by and between Alice M. Jones and Henry A. Jones, both unmarried, parties of the first part, Mortgagors, and Frank S. Hudley, party of the second part, Mortgagee, all of Baltimore City and State of Maryland.

Whereas, the said Alice M. Jones and Henry A. Jones are justly indebted unto Frank S. Hudley in the full sum of six Hundred Dollars ($600.00), and have given therefor to the said Frank S. Hudley their joint and several promissory note for said principal sum, of even date herewith, payable to the order of the said Frank S. Hudley two years after date, and also, their four joint and several interest notes of the same date, to the same order each for the sum of Eighteen dollars ($18.00), and payable, respectively six, twelve, eighteen and twenty-four months after date; to better secure the payment of all of which notes as they severally become due these presents are executed.

Now, Therefore, This Mortgage Witnesseth that, in con-

1736 N.E.

sideration of the premises, and of the sum of one dollar, the said Alice M. Jones and Henry A. Jones do hereby grant and convey unto the said Frank L. Dudley, his heirs and assigns, in fee simple, all their, and each of their, right, title, claim, interest and estate, both in law and in equity, in, to and unto all that tract, part of a tract ~~xxx~~, piece or parcel of land, situate, lying and being in the Fifth Election District of St. Mary's County and State of Maryland known as "Part of Trent Neck" and containing one hundred and seventy-seven acres of land, more or less.

Being that part of "Lot No. 1 which, in the division of the real estate of Susana Freeman Hawkins made in the year 1865, was allotted to George Frazer Hawkins as containing one hundred and eighty-nine acres of land, more or less, as appears from Land Commission Record No. J. H. No. 1, folio 167 in the Office of the Clerk of the Circuit Court for St. Mary's County, and which, with another part of said "Lot No. 1," was thereafter acquired by a certain Henry Jones and conveyed by deed of said Henry Jones and Ann Jones, his wife, dated September 2, 1869, recorded among the Land Records of said St. Mary's County in Liber J. A. C. No. 4, folio 57, to Joseph N. Jones, except twelve and one-fourteenth acres thereof, which were conveyed by the said Joseph N. Jones and Matilda Jones, his wife, in their lifetime, as follows, that is to say: nine acres conveyed to John T. Ballenger by deed dated March 16, 1877, recorded among said Land Records in Liber J. F. F. No. 2, folio 329, and three and one-fourteenth acres conveyed to Mary Edna Graves by deed dated October 18, 1898, recorded among said Land Records in Liber J. F. F. No. 10, folio 225, thus leaving one hundred and seventy-seven acres, more or less, of the said original one hundred and eighty-nine acres, more or less, as aforesaid.

Being the same land of which the said Joseph N. Jones died seized and possessed, and which, by his last will and testament dated March 30, 1905, probated by the Orphans' Court of St. Mary's County on July 25, 1905, and duly recorded among the Wills Records, in the office of the Register of Wills for said St. Mary's County in Liber P. R. D. No. 1, folio 197, was devised to his wife, Matilda Jones, for life, ~~which~~ with remainder over to his children, the said Alice M. Jones and Henry A. Jones, and James F. Jones who died, intestate, before the date of the death of the said Joseph N. Jones, leaving no children, but leaving a widow who still survives him, the said Matilda Jones being now, also, dead.

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 Frank L. Dudley, his heirs and assigns forever.

Provided that if the said Alice M. Jones and Henry A. Jones, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of six hundred

Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Alice M. Jones and Henry U. Jones shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, laied or assessed or to be laied or assessed on said hereby mortgaged property, which, taxes, assessments, public dues, charges, mortgage debt and interest, the said Alice M. Jones and Henry U. Jones, for themselves, their heirs, personal representatives and assigns, do hereby promised and covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Frank S. Dudley, his personal representatives and assigns, or Joseph K. Ching, their Attorney or Agent, at any time after 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 and 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 newspaper printed in said St. Mary's county, and such other notice as by the said Mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of twenty dollars and a commission to the party making sale of said property equal to the commission allowed trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland: secondly, to the payment of all claims of the said Mortgagee personal representatives and assigns under this Mortgage, whether the same have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns or to whoever may be entitled to the same.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-

half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commissions of said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby promise and covenant to pay and the said Mortgagee, his personal representatives or assigns or Joseph K. Ching, their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

Witness the hand and seals of the said Mortgagors.

Test:
Felix R. Sullivan
Raymond H. Prem.

Alice M. Jones (Seal)
Henry A. Jones (Seal)

State of Maryland Baltimore City, to wit:

I Hereby Certify, that on this Seventeenth day of December in the year nineteen hundred and fifteen, before me, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Alice M. Jones and Henry A. Jones, Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Frank L. Dudley, the Mortgagee named in said mortgage and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Felix R. Sullivan
Notary Public

My commission expires 1st May, 1916.

Felix R. Sullivan
No. 22 South Street
Baltimore, Md.

and
U. S. Customs Notary

$6000.00 December , 1915.

(Secured by Mortgage of even date herewith)

Two years after Date, for value received, we jointly and severally promise to pay to the order of Frank L. Dudley six hundred dollars.

Alice M. Jones.
H. A. Jones.

I hereby assign the within Mortgage to Philip H. Dorsey, junior, attorney for the purpose of foreclosure.

Witness my hand and seal this 18th day of January, in the year nineteen hundred and thirty-three.

Witness:
Richard Laur

Frank L. Dudley (Seal)

Received for record December 20, 1915, at 10.00 o'clock A. M., same day recorded in Liber E. B. H. No. 14 Folio 286 &c., one of the Land Records of St. Mary's County and examined per me.

Enoch B. Abell,
Clerk.

Cost of Record $ 3.75 Paid.
Filed Aug. 28, 1923.

Mortgage

This Mortgage, Made this 17th day of March, in the year nineteen hundred and Twenty One, by Alice M. Jones and Henry A. Jones both unmarried of the City of Baltimore, State of Maryland. Whereas the said Alice M. Jones and Henry A. Jones, have borrowed from Frank S. Dudley, at the city of Baltimore, State of Maryland, the additional sum of Eight Hundred Dollars, and have given therefore to the said Frank S. Dudley, their single bill for the said principal sum of Eight Hundred Dollars, of even date herewith, drawn to his order, and payable one year after date, and also their single bill for the sum of Forty Eight Dollars, for one years interest on said principal sum, payable twelve months after date, of the same date and drawn to the same order, to better secure the payment of both of said single bills, as they become due, these presents are executed.

Now, therefore, this Mortgage witnesseth that, in consideration of the sum of the premises and of the sum of One Dollar, the said Alice M. Jones and Henry A. Jones, do hereby grant and convey, all their and each of their right, title interest and estate, both at law and in equity into and unto all that tract or parcel of land, situate, lying and being in the 5th Election District of St. Mary's County, called and known as "Part of Trent Neck" and containing One Hundred and Seventy Seven acres more or less;

Being that part of Lot #1, which in the division of the real estate of Susanna Truman Hawkins, made in the year 1805, was allotted to George Frazer Hawkins, as containing 189 acres of land more or less, as appears from land commission Record J. B. #1. Folio 167, in the office of the Clerk of the Circuit Court for St. Mary's County, to which said with another part of said Lot #6 was there after acquired by a certain Henry Jones and conveyed by deed of said Henry Jones and Ann Jones his wife, dated September 2nd, 1844 and recorded among the land records of said St. Mary's County, in Liber J. A. T. #4 Folio 57 to Joseph N. Jones, except thereout 12¼ acres there which was conveyed by the said Jos. N. Jones and Matilda Jones his wife, during their lifetime to divers parties, thus leaving 177 acres more or less as aforesaid:

Being the same land of which the late Joseph N. Jones, died, seized and possessed and which by his last will and testament, dated March 30th, 1905, probated by the Orphans

Court of St. Mary's County on July 25th, 1905 and duly recorded among the Will records in the office of the Register of Wills for said St. Mary's County, in Liber R. T. H. # 1. Folio 197, was devised to Matilda Jones, for life and the remainder over to his children the said Alice M. Jones and Henry A. Jones and others.

And being the same property which Mary A. Miller, widow of James N. Jones conveyed her fourth interest therein to Alice M. Jones and Henry A. Jones, by deed, dated the 4th day of September 1916 and duly recorded in Liber E. B. H. # 15, Folio 408 one of the land records of St. Mary's County Maryland.

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 Frank L. Dudley, heirs and assigns forever.

Provided, that if the said Alice M. Jones and Henry A. Jones, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Alice M. Jones, and Henry A. Jones, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Alice M. Jones and Henry A. Jones, for themselves their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Frank L. Dudley, his personal representatives or assigns or Joseph N. Ching, their 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 newspaper printed in St. Mary's county, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of the 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 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County, in Equity, which said expenses, costs and commissions; the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns or Joseph L. Ching, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Alice M. Jones and Henry A. Jones, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand and $^{00}/_{100}$ Dollars, and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to insure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the Hands and seals of the said Mortgagors.

Test:
Joseph L. Bond.

Alice M. Jones (Seal)
Henry A. Jones (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this 17th day of March in the

year nineteen hundred and Twenty One before me, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared Alice M. Jones and Henry A. Jones the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Frank L. Dudley, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

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

(N. P.)
(Seal)

H. L. Barnes
Notary Public

My commission expires May 2, 1922.

I hereby assign the within mortgage to Philip W. Dorsey Jr. Atty. for the purpose of foreclosure.

Witness my hand and seal the 15 day of Jan. 1932.

Witness:
Richard Laur.

Frank L. Dudley (Seal)

Received for record March 25, 1921, at 11 o'clock A. M. same day recorded in Liber E. B. A. No. 197 folio 457 &c. one of the Land Records of examined per me.

Enoch B. Abell
Clerk.

Cost of Record 4.00 Paid.
Filed Aug. 28, 1935.

Mortgage

This Mortgage, Made this Tenth day of September in the year nineteen hundred and twenty-eight Alice M. Jones and Henry A. Jones, both unmarried of St. Mary's County and State of Maryland.

Whereas the said Alice M. Jones and Henry A. Jones have borrowed from Frank L. Dudley of Baltimore City and State of Maryland the sum of $400. Four Hundred Dollars and have given therefor to the said Frank L. Dudley their promissory note for the said principal sum of Four Hundred Dollars ($400.00) of even date herewith drawn to his order and payable three years after date. Said note bearing interest at the rate of six per centum per annum, said interest being payable semi-annually. To better secure the payment of which as same shall become due these presents are executed. Now therefore this mortgage witnesseth that in consideration of the premises and the sum of one dollar the said Alice M. Jones and Henry A. Jones do hereby grant and convey all their right, title, interest and estate in and to all that tract or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County and State of Maryland called and known as "Part of Trent Neck" containing one hundred and seventy-seven (177) acres of land, more or less,

Being part of Lot No. 1 which in the division of the real estate of Susanna Truman Hawkins made in the year 1805 was allotted to George Frazier Hawkins as containing 189 acres of land, more or less as appears from Land Records T. H. No. 1 Folio 167 in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland which with another part of said Lot No. 1 was thereafter acquired by a certain Henry Jones and conveyed by deed of said Henry Jones and Ann Jones, his wife, dated Sept. 2, 1869 and recorded among the Land Records of St. Mary's County in Liber J. A. C. No. 4 Folio 57 to Joseph N. Jones and Mathilda Jones, his wife, during their lifetime to divers parties thus leaving 174 acres more or less as aforesaid. Being the same land of which the late Joseph N. Jones died seized and possessed and which by his last will and testament dated March 30, 1905 and probated by the Orphans' Court of St. Mary's County on July 25th, 1905 and duly recorded among the Will Records in the office of the Register of Wills for said County in Liber R. W. B. No. 1 Folio 197 was devised to Matilda Jones for life and the remainder over to his children the said Alice M. Jones and Henry A. Jones and others and being the same property which Mary A. Miller widow of James H. Jones conveyed her dower interest therein to Alice M. Jones and Henry A. Jones by deed dated September 4th 1916 and duly recorded in Liber E. B. A. No. 14 Folio 408.

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 Frank S. Hadley his heirs and assigns forever.

Provided, that if the said Alice M. Jones and Henry A. Jones, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four hundred Dollars and all interest thereon accrued when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Alice M. Jones and Henry A. Jones shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Alice M. Jones and Henry A. Jones for themselves, their heirs, personal representatives and assigns, do hereby agree and covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed

due and demandable and it shall be lawful for the said Frank S. Hudley, his personal representatives or assigns, or Philip K. Darsey his their 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 newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland. Secondly, to the payment of all claims of the said Mortgagee 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 their personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives or assigns do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County, in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby agree and covenant to pay, and the said Mortgagee his personal representatives or assigns, or Philip K. Darsey, Jr. their said Attorney, shall not be required to receive the principal and interest only, of said Mortgaged debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principals interest, costs, expenses and commissions.

And the said for personal representatives and assigns, do further covenant to insure, and pending

the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire to inure to the benefit of said Mortgagee personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

Witness the hands and seals of the said Mortgagors

Test:
Wm. A. Garner.

Alice M. Jones (Seal)
Henry A. Jones (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby Certify, that on this tenth day of September in the year nineteen hundred and twenty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Alice M. Jones and Henry A. Jones, the Mortgagors named in the aforegoing Mortgage and did each acknowledged the aforegoing Mortgage to be their respective act.

(N. P.)
(Seal)

Wm. A. Garner,
Notary Public

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 11th day of September, 1928, before me the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Frank S. Dudley and made oath in due form of law that the consideration set forth is true and bona fide as therein set forth in said Mortgage.

(N. P.)
(Seal)

John E. Conrad
Notary Public.

I hereby assign the within Mortgage to Philip N. Darcey, Jr. attorney for the purpose of foreclosure.

Witness my hand and seal this 18th day of January in the year nineteen hundred and thirty three.

Witness:
Richard Laur.

Frank S. Dudley (Seal)

Received for record September 12th, 1928, at 10:50 o'clock A. M. same day recorded in Liber J. M. M. No. 37 folio 37 &c., one of the Mortgage Records of St. Mary's County, Md., and examined per.

Jos. M. Mattingly
Clerk.

Cost of Record $3.75 Paid.
Filed Aug. 28, 1935.

Mortgage

This Mortgage, Made this third day of October in the year nineteen hundred and thirty by Alice M. Jones and Henry A. Jones both unmarried, of Saint Mary's County and State of Maryland.

Whereas the said Alice M. Jones and Henry A. Jones have borrowed from Frank S. Dudley of Baltimore City and State of Maryland the sum of Four Hundred Dollars and have given therefore to the said Frank S. Dudley their promissory note for the said principal sum of Four Hundred Dollars of even date herewith drawn to his order and payable three years after date, said note bearing interest at the rate of six per centum per annum, said interest being payable semi-annually. To better secure the payment of which as same shall become due these presents are executed.

Now therefore, this Mortgage, Witnesseth, that in consideration of the premises and the sum of one ($1.00) dollar the said Alice M. Jones and Henry A. Jones do hereby grant and convey all their right, title, interest and estate in and to all that tract or parcel of land, situate, lying and being in the Fifth Election District of Saint Mary's County and State of Maryland, called and known as "Park of Treant Neck containing one hundred and seventy seven (177) acres of land more or less. Being part of Lot #1 which, in the division of the real estate of Susanna Truman Hawkins made in the year 1805, was allotted to George Frazier Hawkins as containing 189 acres of land more or less, as appears from Land Record J.H. No. 1, Folio 167 in the Office of the Circuit Court for Saint Mary's County, Maryland, which with another part of said Lot #1 was thereafter acquired by a certain Henry Jones and conveyed by deed of said Henry Jones and Ann Jones, his wife, dated September 2, 1869 and recorded among the Land Records of Saint Mary's County in Liber J.H. No. 4, Folio 57 to Joseph H. Jones and Matilda Jones, his wife, during their lifetime to divers parties thus leaving 177 acres more or less as aforesaid. Being the same land of which the late Joseph H. Jones, died, seized and possessed and which by his last will and testament dated March 30, 1905 and probated by the Orphans' Court of Saint Mary's County on July 25, 1905 and duly recorded among the Will Records in the Office of the Register of Wills for said County, in Liber J.H.S. No. 5, Folio 145 was devised to Matilda Jones for life, and the remainder over to his children the said Alice M. Jones and Henry A. Jones, and others, and being the same property which Mary A. Miller, widow of James H. Jones, conveyed her dower interest therein to Alice M. Jones and Henry A. Jones by deed dated September 4, 1916, and recorded in Liber E.B.G. No. 15, Folio 408.

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 parcels of ground and premises unto and to the proper use and benefit of Alice M. Jones and Henry A. Jones, unmarried, their heirs and assigns forever.

Provided, that if the said Alice M. Jones and Henry A. Jones, their heirs, personal representatives and assigns, shall well and truly pay or cause to be paid the aforesaid sum of Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Alice M. Jones and Henry A. Jones shall possess the aforesaid property upon payment in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Alice M. Jones and Henry A. Jones for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of ~~the same, or in case 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 Frank S. Dudley his personal representatives or assigns, or Philip H. Harvey, Jr. their 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 or 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 newspaper printed in Saint Mary's County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee, 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, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant* and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustee making sale under orders or decrees of the Circuit Court for Saint Mary's County in Equity, which said expenses, costs and commission the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns or Philip R. Darby, Jr. their said Attorney, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, that said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said for personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of said Mortgagee personal representatives and assigns, to the extent of their lien or claim thereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:
W. H. B. Wise.

Alice M. Jones (Seal)
Henry A. Jones (Seal)

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify that on this third day of October in the year nineteen hundred and thirty before me, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Alice M. Jones and Henry A. Jones both unmarried, the Mortgagors named in the aforegoing Mortgage and did each acknowledge the aforegoing Mortgage to be their act.

(N. P.)
(Seal)

W. H. B. Wise
Notary Public

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 8th day of October in the year nineteen hundred and thirty before me, a Notary Public of the State of Maryland in and for Baltimore City, aforesaid, personally appeared Frank S. Dudley the Mortgagee in the foregoing mortgage and made oath in due form of law that the consideration set for in said Mortgage is true and bona fide as therein set forth.

(N.P.S)
(Seal)

John E. Conrad,
Notary Public

Received for record October 9th, 1930, at 11:50 o'clock A.M. Same day recorded in Liber J. M. M. No. 4, Folio 123, &c., one of the Mortgage Records of St. Mary's County, Md., and examined per

Jos. M. Mattingly,
Clerk.

Cost of Records, $4.25 Paid.

I hereby assign the within Mortgage to Philip H. Dorsey Jr., Attorney, for the purpose of foreclosure.

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

Frank S. Dudley (Seal)

Test:
Richard Laur.
Filed Aug. 28, 1935.

Certificate of Publication of Notice of Sale.
In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Notice of Sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 2nd day of July, 1935, and that the first publication appeared in the issue of June 7th, 1935.

Dorsey & Weiner,
Publishers.
Philip H. Dorsey Jr.

Assignees Sale of Valuable Farm Property
situate in the Fifth Election District of Saint Mary's County.

Under and by virtue of the power of sale contained in a mortgage from Alice M. Jones and Henry C. Jones to Frank S. Dudley, dated July 25, 1917, and recorded among the Land Records of St. Mary's County, in Liber E. B. A. No. 16, Folio 317, etc., said mortgage having been duly assigned to Philip H. Dorsey, Jr., default having occurred therein, the undersigned assignee will sell at public auction at the Court House door in Leonardtown on Tuesday, July 2nd, 1935, at 1 o'clock P. M. all that certain farm tract or tracts of land situate in St. Mary's County, Maryland, described as follows:

All that tract or parcel of land lying and being in

the 5th Election District of St. Mary's County, State of Maryland called and known as part of "Trent Neck," containing one hundred and seventy-seven acres of land more or less.

Being part of a Lot No. 1 which in the division of the real estate of Susanna T. Hawkins, made in the year 1905, was allotted to George Frazier Hawkins, as containing one hundred and eight-nine acres more or less, as appears from Land Commissioners Record No. 1, J. M. Folio 167, in the Office of the Clerk of the Circuit Court for St. Mary's County, which forth another part of said Lot No. 1 was thereafter conveyed by a certain Henry Jones and Lyra Jones, his wife, dated Sept. 2nd, 1869, recorded among the Land Records of said St. Mary's County, in Liber J.A.C. No. 4, Folio 57 to Joseph Ed. Jones, except twelve and one-fourteenth acres thereof, which were conveyed by the said Joseph M. Jones and wife, in their lifetime, that is to say: Nine acres conveyed to John T. Baldenger, by deed, dated March 16th, 1872, recorded among the land records of St. Mary's County, Liber J.T.T. No. 2, folio 329 and three and one fourteenth acres conveyed to Mary Edna Graves by deed dated October 18th, 1898 and recorded in Liber J.T.T. No. 10, folio 325, one of the land records of St. Mary's County, Maryland.

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

The improvements upon said property consisting of a two story dwelling in fair repair, tobacco barn and other necessary outbuildings.

This sale is made subject to the legal operation and effect of three several mortgages, as follows:

1. Mortgage from Matilda Jones, et al to Frank A. Dudley, dated the 23rd day of October, 1911, recorded in Liber E.B.A. No. 9, folio 504, Land Records of St. Mary's County.
2. Mortgage from Matilda Jones, et al. to Mary A. Dudley, dated the 11th day of December, 1913, recorded in Liber E. B. A. No. 12, folio 180, land records of St. Mary's County.
3. Mortgage from Alice M. Jones and Henry A. Jones to Frank A. Dudley, dated the 17th day of December, 1915, recorded in records of St. Mary's County.

the exact amount due upon each of the aforegoing mortgages to be announced at time of sale.

Also subject to the due operation and effect, as may be, of the following language contained in the last will and testament of Joseph M. Jones, recorded in Liber P. N. D. No. 1, folio 197, Register of Wills Office, St. Mary's County, namely

"I give and bequeath to my wife, Matilda Jones, the farm lying in the Fifth Election District together with all houses and barns and all that pertains thereto as long as she lives and at her death the said farm will be equally divided between Alice M. Henry and James H. Jones and the said Alice M. Henry A and James H. Jones shall see that Birdie Jones

is provided for and taken care of as long as she lives.

Further subject to a one-ninth undivided fee simple interest in the said Bertie Jones.

Terms of Sale: A deposit of $300.00 will be required of the purchaser on the day of sale, balance of the purchase money to be paid in cash on Ratification of sale by the Court.

Philip N. Dorsey, Jr.,
Assignee.
Charles P. Abell
Auctioneer.

Filed Sept. 20, 1935.

Auditor's Report.

In account with Philip N. Dorsey, Jr., Attorney-Assignee for the purpose of foreclosure of the property mentioned in the proceedings.

By Amount of proceeds from sale per report	$2,875.00	
To Jos. M. Mattingly, Clerk, his fees		$ 26.00
" Philip N. Dorsey, Jr., Attorney, his fee		30.00
" Philip N. Dorsey, Jr., Assignee, his commissions		172.50
" St. Mary's Enterprise, Advertising		75.00
" Fidelity & Deposit Co. of Md., Premium on Bond.		12.00
" Charles P. Abell, Auctioneer, his fee		5.00
" Aloysius F. Ring, Auditor, his fee		9.00
" Amount carried Down to taxes, etc.		2,245.50
	$2,875.00	$2,875.00

By Amount for taxes, etc.	$2,245.50	
To Amount due Jos. B. Drury, Treas. year 1933		$ 71.23
" " " Jos. B. Drury, Treas. Year 1934		64.13
" " " Wm. Harrison Hobbs, Treas yr. 1935 1/2		32.23
" Amount distributable to Mortgages		2,377.91
	$2,245.50	$2,245.50

By Amount distributable to mortgages, ut supra	$2,377.91	
To Amount due Frank L. Dudley, Mortgage prin. & int. in full to date of sale.		$ 658.60
" " " Frank L. Dudley, Mort. prin. & Int. dated 3-17-21 in full to date of sale.		878.13
" " " Frank L. Dudley, Mort. prin. & Int. dated 9-10-28 in full to date of sale.		439.07
" " " Frank L. Dudley, Mort. prin. & Int. dated 10-3-30 in part payment of prin. & Int. to date of sale Amounting to $439.07		402.11
	$2,377.91	$2,377.91

1736 N. E.

To the Honorable, the Judges of said Court.

Your Auditor Reports to the Court, That he has examined the proceedings in the above entitled cause, and from them has stated the within account, first, charging the Attorney-Assignee with the proceeds of sale, per this report, and, after crediting him with his commissions, the costs and expenses of suit and taxes due and partly in arrears, he has distributed the balance to Frank L. Dudley, Mortgagee, in full on his first, second and third mortgage and the balance is applied to his fourth mortgage, this cause being subject to three prior mortgages.

All of which is respectfully submitted.

September 23rd, 1935.

Aloy. F. King
Auditor.

Filed Sept. 24, 1935-

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity this 26th day of September, 1935, that the statement and account of the Auditor made, reported and filed in the above case be ratified and confirmed unless cause to the contrary be shown on or before the Third Monday in October next, provided a copy of this Order be inserted and published in some newspaper printed and published in St. Mary's County once in each of four successive weeks before the said Third Monday of October next.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Sept. 26, 1935.

Order of final ratification of Auditor's account with Certificate

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for four successive weeks, prior to the 3d Monday of October, 1935, and that the first publication appeared in the issue of September 27, 1935.

Darsey & Weiner,
Publishers.
Philip H. Darsey, Jr.
Editor.

In the matter of the sale of the mortgaged premises of Alice M. Jones and Henry A. Jones, Mortgagors, by Philip H. Darsey Jr., Attorney-Assignee.
In the Circuit Court for St. Mary's County, Maryland. In Equity

No. 1736 N. E.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 26th day of September, 1935, that the statement and account of the Auditor, made, reported and filed in the above case, be ratified and confirmed, unless cause to the contrary be shown on or before the third Monday in October, next, provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County once in each of four successive weeks before the said third Monday of October, next.

True Copy - Test:
Jos. M. Mattingly,
Clerk.

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 9th day of November, 1935, that the account and report of the Auditor, made, stated and filed in the above entitled case be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given according to the Certificate of Publication of the Order Nisi heretofore filed in this case.

Wm. Merrell Loker,
Judge.

Filed Nov. 9, 1935.

Receipted Tax-Bills
Yrs. 1933-1934-1935.

Mr. Jos. N. Jones Mrs. Fifth District.
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1933 Due September 1, 1933.

To County Tax on $2-232 rate 94c on $100	$ 49.21
To State Tax on $ " rate 25c on $100	12.09
To 5 per cent commission on State Tax	.66
To interest on County Tax from Sept. 1, 1933	6.40
To interest on State Tax from Sept. 1, 1933	1.64
	2-0
	$71.2-0

Paid 9/24/1935

Received payment.

Jos. B. Drury
County Treasurer,
St. Mary's County.

No. 218
Mr. Jos. N. Jones, Mrs. Fifth District.
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934
Due September 1, 1934.

1736 N. E.

To County Tax on $ 5-23 5- rate 42c on $100.	$48.17
To State Tax on $ " rate 22c on $100.	11.52
To 5- per cent commission on State Tax.	.58
To interest on County Tax from Sept. 1, 1934	3.36
To interest on State Tax from Sept. 1, 1934	.77
	$64.40

Paid Sept. 27, 1935-

Received payment,
Jas. B. Drury.
County Treasurer,
St. Mary's County.

No. 80.
Mr. Jos. H. Jones, Mrs. Fifth District
To Harrison Hebbs, County Treasurer, Dr.
Taxes for year 1935- Due September 1, 1935.

To County Tax on $ 5-23 5- rate $1.00 on $100.	$5-2.35-
To State Tax on $ " rate 32c on $100.	11.52
To 5- per cent commission on State Tax	.58
To interest on County Tax from September 1, 1935-	.35-
To interest on State Tax from September 1, 1935-	.10
	0
	$64.90

Paid Sept. 27, 1935-

Received payment,
Harrison Hebbs,
County Treasurer,
St. Mary's County.

Filed Nov. 9, 1935.

Lansdale G. Sasscer,
Attorney named in Mortgage

vs.

Clara E. Barry and
Joseph F. Barry, his wife,
Mortgagors.

In the Circuit Court for
St. Mary's County,
Maryland.
Equity No.

Proceedings To Foreclose Mortgage

Mr. Clerk:

Please docket the above proceedings, file the original mortgage sent herewith, and enter my appearance, P. F.

Lansdale G. Sasscer.

Filed July 11, 1935

Mortgage

This Mortgage, Made this 1st day of May in the year one thousand nine hundred and thirty-four, By and between Clara E. Barry, Joseph F. Barry, her husband, parties of the first part, and Landers Investment Corporation, Inc. party of the second part:

Whereas, the said Clara E. Barry and Joseph F. Barry, her husband, stand justly and bona fide indebted unto Landers Investment Corporation, Inc. a body corporate, in the full and just sum of five thousand ($5,000.00) dollars, being part of the purchase price of the hereinafter described property, for which sum they have given their one principal promissory note in the amount of $5,000.00 with interest at ~~six per~~ cent per annum, said principal and interest payable in monthly instalments of fifty ($50.00) Dollars on or before the 1st day of each and every month after date until paid, each instalment when so paid to be applied first to the payment of interest on the amount of principal remaining unpaid, and the balance thereof credited to the unpaid principal; and it is agreed and understood by the executing and acceptance of this mortgage that the mortgagee herein, its successors or assigns, shall not in the event of the foreclosure of this mortgage apply for, take or accept a judgment in personam or deficit judgment against the mortgagors herein growing out of, or resulting from said foreclosure, and it is also agreed that John A. Pickley is to receive $500.00 out of the principal payments on this loan beginning with the 13th payment unless this mortgage is paid prior thereto, and wishing to better secure the punctual payment of said note by the execution of this Mortgage which was a condition precedent to the making of said note.

Now, this Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar the said parties of the first part do grant unto the said party of the second part in fee simple all those pieces or parcels of ground situate,

lying and being in Seventh Election District of St. Mary's County, State of Maryland, and known as "Mayfroft" and particularly described as follows:

Beginning for the same at hollow gear tree stumps, in in which is to be set an iron pipe in cement, said stump is on the south side of the private road leading from Coburn Wharf public road down to the Mayfroft dwelling, a boundary of Phillip Dorsey's land thence down said road (1) S. 64 3/4° E. 1818 feet to an iron fence post set in a cement block, a boundary of Mrs. Mary Gaithing's land, thence running with said land (2) S. 6 1/2° E. 338 feet to a post set at the old arch gate (3) S. 22 1/4 E. 22.5 feet (4) S. 41 1/2° 22.5 feet (5) 69 1/2° E. 24 feet (6) S 78 1/2° E. 22.5 feet (7) S. 84 3/4° E. 26.4 feet (8) N. 88° E. 40.4 feet to a post at (9) S. 16 3/4° E. 111 feet to a post set on the north bank of St. Clement's Bay thence continuing the same course 20 feet to mean low tide of said bay, thence running up said bay shore (11) S. 61 3/4° W. 82.5 feet (11) N. 81 1/2° W. 30 feet (12) S. 6 3/4° W. 82.5 feet (13) N. 40 3/4° W. 30.4 feet (14) S. 6 3/4° W. 128 feet (15) S. 37 1/2° W. 42.7 feet (16) S. 1/2° E. 23 feet (17) S. 68 1/2° W. 166 feet (18) S. 43 1/2° W. 98.4 feet to the mouth of Miley's creek thence running up said creek shores (1) S. 79° W. 154.5 feet, (20) N. 32° W. 47.4 feet (21) N. 17 3/4° W. 109 feet (22) N. 66° W. 72 feet (23) S. 83 1/4° W. 140 feet (24) N. N. 37 1/2° W. 42.5 feet (25) N. 19 3/4° W. 144.4 feet (26) N. 8° W. 58.5 feet (27) N. 30 1/2° W. 58.8 feet (28) N. 1 1/2° W 123 feet, (29) N. 10 1/4° E. 87.4 feet (30) N. 8° W. 165 feet to a post at at the head of said creek, a boundary of Phillip Dorsey's land, thence running with said land, (31) S. 87 3/4° E. 28 feet to a marked white gum tree, standing on the west shore of said creek, thence running with the Dorsey land, (32) N. 1 1/4° W. 442 feet to the place of beginning containing 21.98 acres of land more or less.

Also all that second tract being detached woodland described as beginning at a cedar post set by the side of a young red oak tree at the forks of a private road of the grantee, and Coburn Wharf road, and thence running with said wharf road S. 9° E. 79.2 perches to a cedar post set by the side of said road, a boundary of the land formerly owned by Mary Green, thence running with the said land S. 1/2° W. 24 perches to a cedar post set by the side of the grantees private road, thence with the said road N. 73° W. 83.44 perches to the beginning containing five (5) acres of land more or less.

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

To Have and to hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the party of the second part its successors and assigns forever.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns shall pay or cause

to be paid the aforesaid note, according to the tenor thereof, 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 parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, laved or assessed, or to be laved or assessed, on said thereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in the payment of said money or the interest thereon to accrue, or 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 party of the second part, its successors and assigns, or Lansdale H. Decker their 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 manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in St. Mary's County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; 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 all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed trustees for making sales of property by virtue of a decree of the Circuit Court for St Mary's County, sitting in equity. Secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage whether the same shall have been matured or not; and the surplus, if any, shall be paid to the said mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And it is further agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do,

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further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land for the amount of a least twelve 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 party of the second part, its successors and assigns to the extent of his, her or their lien or claim hereunder.

Witness their hands and seals.

Test:
J. B. Skinner.

Clara E. Barry (Seal)
Joseph F. Barry (Seal)

Washington D. C. District of Columbia, ss:

I hereby certify that on the 8th day of May in the year of our Lord one thousand nine hundred and thirty-four before the subscriber, a Notary Public of the said District for and for the District aforesaid personally appeared in said District, Clara E. Barry and Joseph F. Barry, her husband, grantors in the aforegoing deed and each acknowledged the foregoing Mortgage to be their act.

Witness my hand and seal

(N. P.)
(Seal)

J. B. Skinner,
Notary Public, D.C.

My commission expires Nov. 14, 1934

State of Maryland, Prince George's County, ss:

I hereby certify that on this 17th day of May in the year one thousand nine hundred and thirty-four the before the subscriber, a Notary Public in and for State and County aforesaid, personally appeared in said County, Lansdale G. Sasscer, Agent of the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth, and also made oath that he is the bona fide agent of said Mortgagee & duly authorized to make this affidavit.

Witness my hand and official seal.

(N. P.)
(Seal)

Ida. E. Wyvill,

Received for record on the 18th of May A. D. 1934 at 1:10 o'clock P. M., and recorded in Liber J. M. M. #2 at folio 91, one of the Land Records for the County of St. Mary's, State of Maryland, and examined per.

Jas. M. Mattingly,
Clerk.

Cost of Record $4.20 - Paid.
Filed July 11, 1935.

Statement of Debt.

July 9th, 1935.

Statement in foreclosure of Joseph F. and Clara E. Barry - Sanders Investment Corporation, Inc.

April 20th, 1935 - Balance due on Second Mortgage $4,770.18
Interest from April 1st, 1935
to July 11th, 1935 81.88
$4,852.06

May 1st, 1934 orig. amt. $5000.00
Payments made as follows:

6/6 —	25.00	25.00	4,975.00
8/11 —	49.75	.25	4,974.75
8/22 —	24.87	25.13	4,949.62
9/26 —	24.75	25.25	4,924.37
10/17 —	24.62	25.38	4,898.99
11/17 —	24.49	25.51	4,873.48
12/24 —	24.37	25.63	4,847.85
1925			
2/5	24.24	25.76	4,822.09
3/11	24.11	25.89	4,796.20
4/20	23.98	26.02	4,770.18 Int. to April 1st.

Filed July 11, 1935.

Bond.

Know All Men By These Presents: That we, Lansdale G. Sasscer, Attorney named in the mortgage hereinafter described, and Agnes C. Sasscer & Samuel A. Wyvill, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 16 day of July, A. D., 1935.

Whereas, by mortgage dated 1st day of May, 1924, and duly recorded in Liber J. M. M. #54 folio 91, one of the Land Records of St. Mary's County, Maryland, certain real estate and property situated in the Seventh Election District of St. Mary's County, and therein particularly described, was conveyed by Clara E. Barry and Joseph F. Barry her husband to Lansdale Investment Corporation, Inc., to secure the payment of certain money and interest, as set forth in said mortgage; and in said mortgage is contained the clause authorizing a sale of the Mortgaged premises by the mortgagee, its heirs or assigns, or the attorney named in said mortgage ~~xx~~, or the interest therein, or in any covenant, condition or agreement therein.

And Whereas, default has been made in the payment of the mortgage debt, secured under said mortgage, and in other conditions of said mortgage, and by virtue of the authority given in said mortgage the above bounden, Lansdale G. Sasscer, Attorney named in Mortgage, is about to sell said mortgaged property.

Now The Condition Of The Above Obligation Is Such, that if the above bounden, Lansdale G. Sasscer, Attorney named in mortgage, does and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the said sale of the said mortgaged property, or the proceeds thereof, the above obligation to be void, Otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
Ida E. Wyvill.

Lansdale G. Sasscer (Seal)
Agnes C. Sasscer (Seal)
Samuel A. Wyvill (Seal)

Were the above bond filed in this Court I would accept the same.

(Court Seal)

Brice Bowie,
Clerk Circuit Court,
Pr. Geo. Co., Md.

I hereby approve the within Bond this 11th day of July, 1935 at 2:30 o'clock P. M.

Jos. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No. 17 folio 55.
Filed July 11, 1935.

Report of Sale

To the Honorable, the Judges of said Court:—

The Report of Lansdale G. Sasscer, Attorney named in mortgage from Clara E. Barry and Joseph F. Barry, her husband to the Sanders Investment Corporation, Inc, dated May 1st, 1934 and duly recorded among the Land Records of St. Mary's County in Liber J. M. M. #6 at folio 9; filed in the cause, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and having complied with all other pre-requisites, as required by law; and the said mortgage, and the giving notice of the time, place, manner and terms of sale by advertisement inserted in the "St. Mary's Enterprise" a newspaper printed in St. Mary's County weekly, for at least three successive weeks before the day of sale. She did, pursuant to said notice, attend at the Court house door in Leonardtown, St. Mary's County, Maryland, on the 11th day of July, 1935, at 3:00 o'clock P. M., and then and there proceeded to sell said property in manner following, that is to say:

Said Attorney named in mortgage offered at public sale to the highest bidder, the property mentioned in said mortgage, being in the Seventh Election District of St. Mary's County, known as "Mayecroft," containing 21.95 acres of land more or less, together with a second tract of detached woodland

containing five (5) acres of land, more or less, making a total of 26.98 acres of land, more or less (reference being made to the above described mortgage in which the land is described by metes and bounds); and said Attorney named in Mortgage did then and there sell the said property to Joseph Sanders at and for the sum of Three Thousand Dollars ($3,000.00), subject to a first mortgage of $10,000.00 now on the property, he being there and there and at that sum, the highest bidder therefor.

Lansdale G. Sasscer
Attorney named in Mortgage

District of Columbia, ss:

I Hereby Certify that on this 13th day of July, 1935, before me the subscriber a Notary Public, in and for said District of Columbia, personally appeared in said District, Lansdale G. Sasscer, Attorney named in Mortgage, named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the Report of Sale hereto annexed, are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and official seal, this 13th day of July, 1935.

(N.P.)
(Seal)

Mary E. Waldron,
Notary Public, D.C.

Filed July 16, 1935.

Order Nisi

Ordered by the Circuit Court for St. Mary's County, Maryland, that the sale of the property mentioned in these proceedings, made and Reported by Lansdale G. Sasscer, Attorney named in mortgage, named in these proceedings, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13 day of August 1935; Provided a copy of this Order be inserted in some newspaper, printed in St. Mary's County, once in each of three successive weeks, before the 12 day of August next.

The Reports states the amount of the sale to be Three Thousand Dollars ($3,000.00), subject to a first mortgage already on the property in the amount of $10,000.00.

Jas. W. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed July 16, 1935.

Certificate of Publication
Order Nisi

In the Circuit Court for St. Mary's County, Maryland.

This is to Certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a news-

1741 N. E.

paper published in Saint Mary's County, Maryland once a week for 4 successive weeks, prior to the 12th day of August, 1935. and that the first publication appeared on the issue of July 19th, 1935.

Darsey & Weiner,
Publishers
Philip N. Darsey, Jr.,
Editor.

In the Circuit Court for St. Mary's County, Maryland.
Equity No. 1741.
Landdal G. Lancer, Attorney named in Mortgage vs.
Clara E. Barry and Joseph H Barry, her husband, Mortgagors.

Ordered by the Circuit Court for St. Mary's County, Maryland, that the sale of the property mentioned in these proceedings, made and reported by Landdale G. Lancer, Attorney named in mortgage, named in these proceedings, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12th day of August, 1935; provided a copy of this order be inserted in some newspaper, printed in St. Mary's County, once in each of three successive weeks, before the 12th day of August next.

The Report states the amount of the sale to be Three Thousand Dollars ($3,000.00), subject to a first mortgage already on the property in the amount of $10,000.00.

True Copy - Test:
Jos. M. Mattingly,
Clerk.
Filed Aug. 14, 1935.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Order of Final Ratification of Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 14th day of August, 1935, that the sale made and reported by Landdale G. Lancer, Attorney, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the said Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Wm. Merrell Laker,
Judge.

Filed August 14, 1935.

Bill.
St. Mary's Enterprise.

Lansdale G. Sasscer, Attorney No. 1741 N. E.

6-21-35	Adv. Barry Sale 8" @ 1.50	$ 12.00
6-28-35	" " " 8" @ 75¢	6.00
7-5-35	" " " 8" @ 75¢	6.00
	Order Nisi on Sale	7.50
	Order Nisi on Auditors report.	7.50
		$39.00

Filed Aug. 21, 1935.

Certificate of Publication of Notice of Sale.
In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Notice of Sale has been published in the Saint Mary's Enterprise, a newspaper printed in Saint Mary's County, Maryland, once a week for 3 successive weeks, prior to the 5th day of July, 1935, and that the first publication appeared in the issue of June 21, 1935.

Harvey & Weiner,
Publishers

Mortgage Sale of Valuable Improved Water Front Home on St. Clements Bay, St. Mary's County, Maryland known as "Mayecroft."

By virtue of the power of sale contained in a certain mortgage from Clara E. Barry and Joseph F. Barry, her husband, to the Sanders Investment Corporation, Inc., dated May 1st, 1924, and duly recorded among the Land Records of Saint Mary's County in Liber J. W. M. No. 5 at folio 98, default having occurred under the terms of said mortgage the undersigned Attorney named in said mortgage will sell at public auction, to the highest bidder at the Court House door in Leonardtown, St. Mary's County, Maryland, at three o'clock P. M. on Thursday, July 11th, 1935, all the property in said mortgage described by metes and bounds, but being in the Seventh Election District of St. Mary's County known as "Mayecroft" containing 21.98 acres of land more or less, together with with [sic] a second tract of detached woodland containing five (5) acres of land more or less; making a total of 26.98 acres more or less; reference is make to above described mortgage in which the land is described by metes and bounds.

The said land is improved by a valuable two story frame dwelling in excellent condition with modern improvements, and also chicken house, hay loft, stables, barns, etc.

Terms of Sale: A deposit of $ 500.00 will be required on the day of sale; the balance in cash upon ratification of the sale by the Court. Property is sold

subject to a first mortgage of $10,000.00.

Conveyancing, revenue stamps, etc. at the cost of the purchaser.

Lansdale G. Sasscer,
Attorney named in Mortgage.
Upper Marlboro, Maryland
and
523 Woodward Bldg.
Wash., D.C.

Filed Sept. 20, 1935.

Auditor's Report.

In account with Lansdale G. Sasscer, Attorney named in Mortgage.

By amount of proceeds from sale per Attorney's report		$3,000.00	
To Amount due Jos. M. Mattingly, Clerk, his fees			$ 16.50
" " " Lansdale G. Sasscer, Attorney,			
" " " Lansdale G. Sasscer, his fee.			20.00
" " " Lansdale G. Sasscer, Attorney,			
his Costs.			180.00
" " " St. Mary's Enterprise, Advertising.			39.00
" " " Charles P. Abell, Auctioneer.			5.00
" " " Aloysius F. King, Auditor, his fee			9.00
" " distributable to mortgage.			2,720.50
		$3,000.00	$3,000.00
By Amount distributable to mortgage, ut supra		$2,720.50	
To Sanders Investment Corporation, Principal and Interest to date of sale, amounting to $4,852.06			$2,720.50
		$2,720.50	$2,720.50

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, That he has examined the proceedings in the above entitled cause, and from them has stated the within account; first charging the Attorney with the proceeds of said sale, per this report, and, after crediting him with his commissions, the costs and expenses of suit, the net balance is distributed to the mortgagee to apply on principal and interest of mortgage.

All of which is respectfully submitted.

Aloy. F. King,
Auditor.

September 23rd., 1935.
Filed Sept. 24, 1935.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this 26th day of September 1935 that the statements and account of the Auditor made,

reported and filed in the above case be ratified and confirmed unless cause to the contrary be shown on or before the Third Monday in October next provided a copy of this Order be inserted and published in some newspaper printed and published in St. Mary's County, once in each of four successive weeks before the said Third Monday of October next.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Sept. 26, 1935.

Receipt of Sanders Investment Corp.

September 16th, 1935.

$2,720.50

Received of Lansdale G. Sasscer, the sum of Two Thousand Seven Hundred and Twenty and 50/00 Dollars, being the amount distributable to the mortgage of Sanders Investment Corporation, Inc., in foreclosure sale of the Clara E. Barry and Joseph F. Barry, property in St. Mary's County, Maryland, Equity No. 1741 N. E.

Sanders Investment Corporation, Inc.
By: J. Sanders, Pres.

Filed Dec. 28, 1935.

1712

Samuel A. Nelson, single.
Etta Gunnell, single.
vs.
Wallace Nelson, single
Joseph Nelson, single
Walter S. Nelson, whose
wife is Charlotte Nelson
Marie O'Dea, whose husband
is William O'Dea,
James Mills, whose wife is
Madia Mills, J. King Mills
whose wife is Lebal Mills
Essie Cryer, widow; Lillie Wirth
whose husband is George Wirth,
Ida Pope, widow
Parran Tippett, whose wife
is Amanda Tippett
Bradley Tippett whose wife
is Alphia Tippett,
Ella King, whose husband
is Elmer King
Asta Carter, widow
Ida Hawkins, widow
Edith Jones, single
Zephenriah Nelson, whose wife
is Eliza Nelson.
H. Ford Nelson, whose wife
is Ella B. Nelson.
Bennie Nelson, whose wife
is Lizzie Nelson, Albert Nelson,
single, Mills Nelson, whose wife
is Emma Nelson, Samuel Alvin
Nelson, whose wife is Clara Nelson,
and Flora Groves, widow.

In the Circuit Court for
St. Mary's County, Maryland.

In Equity

Bill of Complaint for Sale and Partition of Real Estate.

To the Honorable, the Judge of said Court:

Your Orators, Complaining, say:—

1. That a certain William H. Nelson, late of St. Mary's County, Maryland, deceased, was in his lifetime, and at the time of his death, seized and possessed of a one half interest of a track of land, situated in the Third Election District of said St. Mary's County called and known as "Part Hopton Park" which he acquired, in his lifetime from Enoch B. Abell and wife by deed duly recorded in Liber E. B. H. No. 7 folio 117 and by the Last Will and Testament of George Nelson duly probated in the Orphans Court for St. Mary County as will appear from certified copies of said Deed and Will, herewith, filed and marked

Exhibit A. and B. herewith filed, as part hereof,.

In Common with your orators, the said Samuel R. Nelson, the owner of the remaining one half interest as will appear by Exhibits above mentioned.

That the said William A. Nelson departed this life, intestate, during the year 1923, leaving the following descendants, hereinafter named and refered to to whom his interest in said real estate descended and who are the owner thereof, in fee simple, as tenants in common as stated.

2. That the said William A. Nelson left his said ~~xxxxx~~ brothers Samuel R. Nelson, single, residing in St. Mary's County, Maryland, who acquired as an heir at additional one sixth interest and the following neices and nephews. Wallace Nelson, single, Joseph Nelson, single, Walter C. Nelson, whose wife is Charlotte Nelson, Maria O'Dea, whose husband is William O'Dea, James Mills, whose wife is Magie Mills, J. King Mills, whose wife is Sarah Mills, Essie Cryer, widow, Lillian Hirth, whose husband is George Hirth, Y. Ford Nelson, whose wife is Ella B. Nelson, Albert Nelson, single, Bradley Tippett, whose wife is Alphia Tippett, Ella King, whose husband is Elmer King, Asta Carver, widow, Ida Hawkins, widow, Edith Jones, single, all being adults and now residents of the State of Maryland, and Ida Pope widow, Parran Tippett, whose wife is Amanda Tippett, Etta Gunnell, single, Zephemiah Nelson, whose wife is Eliz. W. Nelson, Bennie Nelson, whose wife is Lizzie Nelson, Mills Nelson whose wife is Emma Nelson, Samuel Alvin Nelson, whose wife is Clara Nelson and Flora Graves, widow; all being adults and residents of St. Mary's County, Maryland.

3. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein 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 divided amongst the parties according to their several interest.

To the end, therefore,

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

2. That the proceeds of said sale may be distributed between your orators, and the decendants of heirs of the said William A. Nelson, according to their respective rights and interests.

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

May it please your Honor to grant unto your orators the Writs of Subpoena directed to Zephemiah Nelson and Eliza W. Nelson, his wife, Bennie Nelson and Lizzie Nelson, his wife, Mills Nelson and Emma Nelson, his wife, Samuel Alvin Nelson and Clara Nelson, his wife, Flora Graves, widow; Ida Pope, widow, Parran Tippett and Amanda Tippett, his wife residing in St. Mary's County,

State of Maryland, commanding them to be and appear in this Court at some certain Day, to be named therein, to show cause if any they may have why a decree should not be passed as prayed.

And also to pass an order of Publication according to law, directed to Wallace Nelson, (single) Joseph Nelson (single) Walter L. Nelson and Charlotte Nelson, his wife, Marie O'Dea and William O'Dea, her husband, James Mills and Madie Mills, his wife, J. King Mills and Sarah Mills, his wife, Essie Cryer, (widow), Lillie Wirth and George Wirth, her husband, Bradley Tippett and Alphia Tippett, his wife, Ella King and Elmer King, her husband, Asta Carner (widow) Ida Hawkins, (widow) Edith Jones, single, N. Ford Nelson and Ella B. Nelson, his wife, Albert Nelson, single, all being adults and non-residents of the State of Maryland commanding them to be and appear in this Court at some certain day to be named therein, either in person or by Solicitor to answer the premises and show cause if any they may have why a decree should not be passed as prayed.

And as in duty bound etc.

U. Kingsley Love,
Solicitor for Complainants.

Filed Oct. 6, 1924

Exhibit "A".

This Deed, Made this Eleventh day of March, in the year one thousand nine hundred and eight, by Enoch B. Abell and Katie M. Abell, his wife, of St. Mary's County, State of Maryland.

Witnesseth, that in consideration of the sum of Nine hundred and thirty Dollars, we the said Enoch B. Abell and Katie M. Abell, his wife, of the County and State aforesaid do grant and convey unto George L. Nelson, William R. Nelson, and Samuel L. Nelson, all of St. Mary's County, State of Maryland their heirs and assigns in fee simple, all that tract or parcel of land situate, lying and being in the 3rd Election District of St. Mary's County, Maryland and described as follows, that is to say:

All that tract or parcel of land called and known as "Part of Hopton Park," or by whatever other name or names the same may be called and known, containing one hundred and fifteen acres, more or less; the same being the real estate which Zephemiah Nelson, late of St. Mary's County, died seized and possessed, and which he devised to his wife during her natural life or widowhood, Mary L. Nelson, and after her death to his children, as will fully and at large appear by reference to Will Record J.T.M. R. #1 folio 352 etc., in the office Register of Wills of St. Mary's County, Maryland. And being the same land which was conveyed by William Merrill Baker and Joseph N. Ching, Trustees,

by deed, dated as of even date herewith, to Enoch B. Abell.

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 real estate and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said George L. Nelson, William A. Nelson and Samuel L. Nelson, their heirs and assigns, in fee-simple.

Witness the hands and seals of said grantors.

Test:
T. F. Herbert.

Enoch B. Abell (Seal)
her
Katie M. x Abell (Seal)
mark.

State of Maryland, St. Marys County, to wit:

I hereby certify that on this Eleventh day of March, in the year one thousand nine hundred and eight, before me, the subscriber, a Justice of the peace of the State of Maryland, in and for the County and State aforesaid, personally appeared Enoch B. Abell and Katie M. Abell his wife, and each acknowledged the foregoing deed to be their act.

T. Fenwick Herbert.
J. P.

State of Maryland, Saint Marys County, to wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from Enoch B. Abell and wife, to George L. Nelson, William A. Nelson and Samuel L. Nelson, dated March 11, 1908, as recorded in Deed Liber E. B. A. No. 7, Folio 117 et seq., one of the Land Records of St. Marys County, State of Maryland and the 11th day of March in the year 1908, at 3:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 6th. day of October, in the year one thousand nine hundred and thirty-four.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Marys County,
Maryland.

Filed Oct. 6, 1934.

Complainant's Exhibit "B."

Last Will and Testament of George L. Nelson

In the name of God, Amen. I, George L. Nelson of St. Marys County, Maryland, being of sound mind, memory and understanding, and being desirous to settle

my worldly affairs before it shall please Almighty God to call me hereto & therefore make and publish this my last will and Testament, in manner and form as follows: Hereby revoking and annulling all former wills by me made, and declaring this and none other to be my Last Will and Testament.

First and Principally I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my executor hereinafter named. After the payment of my just debts and expenses, I give, devise and bequeath unto my two brothers William G. Nelson and Samuel S. Nelson share and share equally and alike all my property of every description, including Real Estate, principal and Suriel including moneys, I now have or may have at my death absolutely and in fee simple to do with as they please! And I hereby appoint and constitute my brother William G. Nelson and Samuel S. Nelson to be the executors of this my Last Will and Testament made this 21st day of March, 1921.

George D. Nelson (Seal)

Signed, sealed and acknowledged by the above named testator as and for his Last Will and Testament in the presence and in the presence of each other we hereby subscribe our names as witness hereto this 21st day of March, 1921.

J. P. Thompson
John J. Long
Daniel J. Bowles
Witness.

St. Mary's County, to-wit:

On the 11th day of March, 1924 there came William G. Nelson and made oath and due form of law that he does not know of any Will or Codicil of George D. Nelson late of said county, deceased, other than the above instrument of writing, and that he received the same from the papers of the Testator on or about the 5th day of March 1924.

Sworn to before me.

Test:
M. Lucile Combs
Register of Wills for
St. Mary's County, Maryland.

St. Mary's County, SS:

On the 15th day of March, 1924 came Daniel J. Bowles and J. P. Thompson two of the subscribing witnesses to the foregoing last Will and Testament of George D. Nelson late of St. Mary's County deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will, that they heard him publish, pronounce and declare

the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they together with John J. Long subscribed their names as witnesses to this Will in his presence at request of the Testator, and in the presence of each other.

Certified by:
M. Lucile Combs,
Register of Wills for
St. Mary's County, Maryland.

In the Orphans' Court of St. Mary's County.
This Court, after having examined above last Will and Testament of George I. Nelson late of St. Mary's County, deceased and also the evidence adduced as to its validity, Orders and Decrees this 18th day of March, 1924. that the same be admitted in this Court As the true and genuine last Will and Testament of the said George I. Nelson deceased.

Test:
M. Lucile Combs
Register of Wills.

William C. Mattingly
John H. Abell
Alexander Webb } Judges.

State of Maryland, St. Mary's County, ss.

I, Anita C. N. Thrift, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of George I. Nelson late of said County, deceased, Together with the Proof and Probate thereof the same being taken from Liber B. C. No 1, Folio 314 One of the Record Books of Wills kept in the office of Register of Wills for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 9th day of October In the year of our Lord nineteen hundred and thirty-four.

(Orphans') (Court) (Seal)

Anita C. N. Thrift
Register of Wills for
St. Mary's County, Maryland.

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estate, situated in the Third Election District of St. Mary's County, and State of Maryland, called and known as "Part Hopton Park" which a certain William A. Nelson, acquired in his lifetime a one half interest from Enock B. Abell and wife any by the Last Will and Testament of George I. Nelson.

The bill in substance states: that the said William A. Nelson, being seized and possessed of the real estate as

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aforesaid departed this life sometime during the year 1933, leaving no widow, but leaving the following Heirs at law, whom said real estate decended [sic] and who are the owners thereof in fee simple, at tenants in common.

That the said William A. Nelson left a brother Samuel L. Nelson, single and adult and residing in St. Mary's County, Maryland and the following nieces and nephews Wallace Nelson single, Joseph Nelson single, Walter G. Nelson whose wife is Charlotte Nelson, Marie O'Dea whose husband is William O'Dea, James Mills whose wife is Maggie Mills, J. King Mills, whose wife is Sarah Mills, Essie Cryer, widow, Lillie Wirth, whose husband is George Wirth, W. Ford Nelson, whose wife is Ella L. Nelson, Albert Nelson, single, Bradley Tippett whose wife is Alphia Tippett, Ella King, whose husband is Elmer King, Arta Carver, widow, Ida Hawkins, widow, Edith Jones, single, all being adults and non-residents of the State of Maryland and Ida Pope widow, Parran Tippett, whose wife is Amanda Tippett, Etta Gunnell widow, Zephaniah Nelson, whose wife is Eliza W. Nelson, Bennie Nelson whose wife is Liggie Nelson, Mills Nelson, whose wife is Emma Nelson, Samuel Alvin Nelson who wife is Clara Nelson and Flora Graves widow all being adults and residing in St. Mary's County, Maryland.

That the said real estate in not susceptible of partition with material loss and injury to the parties entitled to interest therein and that in order to make division of said interest, it will be necessary that said real estate be sold and the proceeds divided amongst the parties according to their severd interest.

It is thereupon, this 17th day of October, 1934, by the Circuit Court for St. Mary's County, Maryland, sitting as a Equity Court, ordered that the Plaintiffs by causing a copy of this order to be inserted and published in some newspaper printed and published in said St. Mary's County, Maryland once in each of four successive weeks before the Second Monday in November, 1934, give notice to Wallace Nelson, single, Joseph Nelson (single) Walter G. Nelson and Charlotte Nelson, his wife, Marie O'Dea and William O'Dea, her husband, James Mills and Madie Mills, his wife, J. King Mills and Sarah Mills, his wife, Essie Cryer (widow) Lillie Wirth and George Wirth her husband, Bradley Tippett and Alphia Tippett, his wife, Ella King and Elmer King, her husband, Arta Carver, (widow) Ida Hawthins (widow) Edith Jones (single), adults and non-residents of the State of Maryland commanding and warning them and each of them to appear in this Court in person or by Solicitor on or before the First Monday in December, 1934, to answer the premises and to show cause, if any they have why a decree ought not to be passed as prayed.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Oct. 6, 1934.

Subpoena to Answer Bill of Complaint.

St. Mary's County, to-wit:

The State of Maryland to Zephiniah Nelson, Eliza H. Nelson, his wife Mills Nelson, Emma Nelson, his wife, Flora Graves, Ida Pope, Bennie Nelson, Lizzie Nelson, his wife, Samuel Alvin Nelson, Clara Nelson, his wife, Parran Pippett, Amanda Pippett, his wife of Saint Mary's County Greeting:

We Command and enjoin you, that all excuses set aside, you be in your person before the Circuit Court for St. Mary's County, at the Court House in said County, on the First Monday of November, 1934 to answer the Bill of Complaint of Samuel L. Nelson et al. for sale of real estate for purpose of partition against you in said Court exhibited. Herein fail not, as you will answer the contrary at your peril.

Witness, the Honorable H. Mitchell Digges, Chief Judge of the Seventh Judicial Circuit, the 6th day of October, 1934.

Issued 6th day of October, 1934.

Jos. M. Mattingly,
Clerk.

Notice to the person summoned.

Personal appearance in Court on the day named in the above subpoena is not required. The Defendants are required to file his, her or their answers, or other defense, in the office of the Clerk of the Circuit Court for St. Mary's County, within fifteen days after the return day.

Summoned and copy left with each one.
Oct. 19, 1934

Richard T. Hammett
Sheriff.

Filed Oct. 19, 1934.

Answer of Mills Nelson et al.

Samuel L. Nelson et al
Complainants,
vs.
Wallace Nelson et al
Defendants.

In the Circuit Court for
St. Mary's County, Maryland
in Equity No. 1712 N.E.

The joint and several answer of Mills Nelson, Emma Nelson, his wife, Flora Graves, widow, Samuel Alvin Nelson and Clara Nelson, his wife, and Ford Nelson, to the bill of complaint of Samuel L. Nelson and others against them and others in this Court exhibited.

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These defendants, answering say:

1. That they admit the matters and facts in said bill alleged.

2. That they assent to the passage of such decree or decrees as may be proper to be passed in the premises.

And as in duty bound etc.

Philip N. Dorsey, Jr.,
Solicitor for defendants

Filed Nov. 21, 1934.

Certificate of Publication of Order of Publication

In the Equity Court for St. Mary's County, Maryland.

This is to certify that the appended Order of Publication has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, once a week for 4 successive weeks, prior to the 3rd day of December, 1934. and that the first publication appeared in the issue of Oct. 19, 1934.

Dorsey & Weiner,
Publishers.
J. D. Weiner.

A. Kingsley Love, Solicitor
In the Circuit Court for Saint Mary's County, Maryland. In Equity No. 1712 N.E.
Samuel S. Nelson, (single) and Etta Gunnell, single
vs.
(Wallace Nelson, (single), Joseph Nelson, (single)
Appended Order of Publication recorded on Page 117.

Gen'l. Replication

The Complainants join issue on the matters and facts set out in the Answers of Mills Nelson and Emma Nelson his wife, Flora Graves, widow, Samuel Alvin Nelson and Clara Nelson, his wife and Ford Nelson to the Bill of Complaint.

A. Kingsley Love
Sol. for Complainants.

Filed December 19, 1934

Decree Pro Confesso and leave to take testimony

It appearing from the proceedings in this case that subpoenas were issued for the following defendants, Ida Pope widow, Zephaniah Nelson and Eliza V. Nelson, his wife, Bennie Nelson and Lizzie Nelson, his wife, Parran Tippett and Amanda Tippett, his wife, adults, and residents of St. Mary's County, State of Maryland, have been returned duly summoned by the Sheriff of St. Mary's County, and that the order of Publication heretofore issued therein has been duly published in the St. Mary's Enterprise, a newspaper printed and published at

Leonardtown, St. Marys County, Maryland, as prescribed by said order and according to law; and the said Wallace Nelson, (single) Joseph Nelson, (single) Walter G. Nelson and Charlotte Nelson, his wife, Marie O'Dea and William O'Dea her husband, James Mills and Madie Mills, his wife; J. King Mills and Sarah Mills, his wife; (Essie Cryer, widow) now dead Lillie Wirth and George Wirth, her husband, Bradley Pippett and Alphia Pippett, his wife, Ella King and Elmer King, her husband; Orta Carver, widow; Ida Hawkins, widow; Edith Jones, single, Albert Nelson, single, adults and non residents, all of the aforesaid Defendants having been duly summoned, and duly notified by said Order of Publication, and having failed to appear either in person or by Solicitor and answer to the Bill of Complaint therein filed against them although the time limited for such appearance has now expired.

It is thereupon this 19th day of December, 1934 by the Circuit Court for St. Marys County, in Equity, adjusted, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against Ida Pope, Zepheniah Nelson and Eliza H. Nelson, his wife, Bennie Nelson and Lizzie Nelson, his wife, Parran Pippett and Amanda Nelson, his wife, Wallace Nelson, Joseph Nelson, Walter G. Nelson and Charlotte Nelson, his wife Marie O'Dea and William O'Dea, her husband, James Mills and Madie Mills, his wife, J. King Mills and Sarah Mills, his wife, Lillie Wirth and George Wirth, her husband, Bradley Pippett and Alphia Pippett, his wife, Ella King and Elmer King, her husband, Orta Carver, Ida Hawkins, Edith Jones, Albert Nelson.

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

Wm. Mearell Laker,
Judge.

Filed December 19, 1934

Examiner's return of testimony, together with written interrogatories and one exhibit.

To the Honorable, the Judges of the said Court:

The above cause being at issue and notice having been given me by the Solicitor for the Complainants of a desire to take testimony in the cause, (leave of Court having first obtained) I, C. Henry Cavalier, one of the standing examiners of the Circuit Court for St. Marys County, Maryland, In Equity, duly appointed qualified and sworn, met on the 11th day of January, 1935 at the Office of A. Kingsley Love, Attorney, in Leonardtown, St Marys County, Maryland, and selected and appointed the 21st day of January, 1935, at 10 o'clock A. M. as the day and time and the Office of A. Kingsley Love, Attorney, in Leonardtown, Maryland as the place for the examination of witnesses in the said cause, at which last mentioned day, time and place I attended in accordance with notice previously given

of such meeting and proceeded to take the following answers to written interrogatories filed and propounded, to wit:

(No appearance being entered for the defendants)

Etta Gunnell, a witness of lawful age, who being produced and by me duly sworn testifies as follows to the written interrogatories filed and propounded.

Etta Gunnell. 48 years of age. Near Lemardtown, St. Mary's County, Housekeeper.

Yes, I am acquainted with all of them.

Yes, I knew William A Nelson in his lifetime. He was my uncle. He is dead and died in the year 1923, in St. Mary's County, Maryland. He left no will or testament.

No. He never married.

No.

Yes.

Yes, he left one brother Samuel S. Nelson who is now living and unmarried and lives in St. Mary's County Maryland. And the following brothers and sisters who died prior to his (William A. Nelson) death, namely John Nelson, a brother now dead, who left the following children, Zephaniah Nelson whose wife is Eliza Nelson both of full age and live in St. Mary's County; W. Ford Nelson whose wife is Ella B. Nelson both age of full age and live in Washington, D.C. Bennie Nelson whose wife is Lizzie Nelson both of full age and reside in St. Mary's County; Gilbert Nelson, widower of full age and lives in Washington, D.C. Mills Nelson, ~~whose wife is Emma~~ Nelson both of full age and live in St. Mary's County, Maryland. Samuel Elvin Nelson whose wife is Clara Nelson both of full age and live in St. Mary's County; Flora Graves widow of full age and resides in St. Mary's County; the aforesaid named are all of the children of John Nelson, who is dead and died leaving no widow surviving him. Mary S. Jones a sister who is dead and left no husband surviving her, but left the following children; Patran Pippett whose wife is Amanda Pippett both of full age and live in St. Mary's County, Bradley Pippett whose wife is Althia Pippett both of full age and live in Washington, D.C., Etta King whose husband is Elmer King both of full age and live in Washington, D.C. Orla Latimer widow of full age and live in Washington, D.C. Ida Hawkins widow of full age and lives in Washington, D.C. Edith Jones single of full age and lives in the District of Columbia, these are all the children of Mary S. Jones who was a sister of William A. Nelson. Mary F. Lee a sister of William A. Nelson, who is now dead and left one daughter myself, Etta Gunnell who is of full age and lives in St. Mary's County Maryland. Mary F. Lee left no husband surviving. Ann Elizabeth Mills a sister of William A. Nelson who is now dead but left no husband surviving her but did leave the following children surviving her James Mills whose wife is Katie Mills of full age and reside in Washington, D.C. J. King Mills

whose wife is Sarah Mills both of legal age and live in Washington, D.C., Essie Mills Cryer a daughter, widow, who died in November 1934 in Washington, D.C. after the filing of this bill, and left no husband or children surviving her, Lillie Wirth whose husband is George Wirth both of full age and live in Washington, D.C. Ada Pope a widow of full age and lives in St. Mary's County, Maryland. These are all the children of Ann Elizabeth Mills. Frederick Nelson a brother of William A Nelson, who is dead, but left no widow but the following children surviving ~~them~~, Wallace Nelson unmarried and of full age and lives in Washington, D.C. Joseph Nelson, unmarried of full age and lives in Washington, D.C. Dr Walter G. Nelson whose wife is Charlotte Nelson both of full age and is a non-resident of the State. Marie Odea whose husband is William Odea both of full age and live in Washington D.C.

Yes, I know this property very well. It consists of about 115 acres of land, about 17 acres being tillable and the balance in swamp and woodland. The soil is adapted to all staple crops and is in a fair state of cultivation. Is situated at the junction of the Leonardtown Clements and the Leonardtown Morganza State Roads and about three miles north of Leonardtown. I would say that the property is worth four thousand dollars.

No this property could not be divided without material loss and injury to those interested for the reason that there are numerous heirs and various interests of these heirs. You see Samuel Nelson now owns a one half undivided interest in this property and the remaining one half left by the said William A. Nelson is to be divided between Samuel Nelson and the other heirs as there interest appear makes it utterly impossible to equally divide this property.

Yes it would be because you can divide the money but you cannot divide the real estate. There too the property is depreciating in value.

On Answer to the general interrogatory propounded by the examiner to the witness, she answered. I think that is all.

Test:
C. Henry Camalier

x Etta Gunnell

(Solicitor for the Complainants herewith files with the examiner certified copy of Deed from Enoch B. Abell and wife to George L. Nelson, William A. Nelson and Samuel S. Nelson, marked Examiner's No. 1.)

Zephenah Nelson, a witness of lawful age who being produced and by me duly sworn testifies as follows to written interrogatories filed and propounded.

Zephenlah Nelson. 58 years of age. Live near Leonardtown, St. Mary's County, Maryland. Farmer.

I know all the parties to this suit.

 1712 N.E.

Yes I knew William A. Nelson, he is dead and died in St. Mary's County. He was my uncle. I am John Nelson's son. No he did not leave any will.

He never got married.

No his mother and father both died before he did.

Yes.

I have heard the testimony of Etta Gunnell as to the heirs of the late William A. Nelson and she has stated them correctly. I know them all personally and they are of legal age.

This property is a farm of about 150 acres more or less with about 75 acres of cleared land and the rest in meadow and woods. This is a very good farm, and is located on the State Road just above Mt. Phil Hayden. The buildings are in bad condition but the land itself is very kind. This property is worth around four thousand dollars.

Why Mr. Love no you cannot divide this property because of the number of heirs. If you tried to divide it none of us would get enough land for our grave.

Sam is not able to work the farm any longer and naturally it will go down. I think all of us want it sold and the money divided.

In answer to the general interrogatories propounded by the examiner to the witness, he answered. No.

B. Nelson

Test:

C. Henry Camalier.

Samuel S. Nelson, a witness of lawful age, who being produced and by me duly sworn Testifies as follows to written interrogatories.

Samuel S. Nelson. 66 years of age. Live near Leonardtown, Maryland. Farming.

Yes. I am acquainted with all of them.

I knew William A. Nelson in his lifetime. He was my brother. He is dead. He died in the year 1923, in St. Mary's Caounty, Maryland. He left no last will or testament.

No, he never married.

No.

Yes.

He left one brother myself, and the following brothers and sisters who died priorr to his death, namely John Nelson a brother, now dead, who left the following children Zephaniah Nelson who wife is Elizabeth Nelson both of full age and live in St. Mary's County, Maryland. St. Earl Nelson ~~xxxxxxxxxxx~~ whose wife is Ella B. Nelson, both of full age and live in Farrestville, Maryland. Bennie Nelson whose wife is Elizabeth Nelson both of full age and reside in St. Mary's County. Albert Nelson, a widower, of full age and lives in Washington, D. C. Millie Nelson whose wife is Emma Nelson, both of full age and live in St. Mary's County. Samuel Alvin Nelson whose wife is Clara Nelson both of full age and live in St. Mary's County. Clara Graves,

widow of full age and resides in St. Marys County, the aforementioned are all the children of John Nelson, who is dead and left no widow. Mary E. Jones, a sister who is now dead and left no husband, but left the following children; Parran Tippett whose wife is Amanda Tippett both of full age and live in St. Marys County. Bradley Tippett, whose wife Althia Tippett both of full age and reside in Washington, D.C. Ella King whose husband is Elmer King both of full age and live in Washington. Ada Carver a widow and lives in Washington. Edith Jones single of full age and lives in Washington. Ida Hawkins, a widow, of full age and lives in Washington. These are all the children of Mary E. Jones, the sister of William A. Nelson. Mary F. Lee, a sister of William A. Nelson, now dead who left no husband but left one daughter Etta Gunnell, who is of full age and resides in St. Marys County. Anna Elizabeth Mills, a sister of William A. Nelson, who is now dead and left no husband but left the following children James Mills whose wife is Madie Mills, both of full age and live in Washington, D.C. ~~Essie~~ J. King Mills whose wife is Sarah Mills both of full age and live in Washington, D.C. Essie Mills Cryer a daughter, who died in November 1934 after the filing of this bill and left no husband or children. Lillie Mertis whose husband is George Mertis both of full age and live in Washington. Ida Pope, a widow of full age and lives in St. Marys County. These are all the children of Anna Elizabeth Mills. Abednah Nelson, a brother of William A. Nelson, now dead, who left no widow but left the following children; Joseph Nelson unmarried of full age and lives in Washington, D.C. Dr. Walter G. Nelson whose wife is Charlotte Nelson, both of full age and are now residents of the State of Maryland. Marie O'Neal whose husband is William O'Neal both of full age and live in Washington. Wallace Nelson unmarried of full age and lives in Washington.

Yes, I know this property very well. It consists of about 115 acres. About 75 acres of which is cleared land, the balance is swamp and woodland. I consider this land worth $3000.00.

No, it could not be divided among the heirs without material loss and injury, because of the number of heirs.

In answer to the general Interrogatory propounded by the examiner to the witness, he answered. That is all.

Test:
C. Henry Camalier.

Samuel A. Nelson.

No other witnesses being named or produced to me. I, then at the request of the Solicitor for the Complainant closed the depositions taken in the said cause and now return them closed under my hand and seal together with one exhibit original filed with the Bill of Complaint, to this Honorable Court.

C. Henry Camalier,
(Seal)
Examiner

17127 N. E.

Costs and expense of the above commission on part of Complts.
C. Henry Carmalich, Three days $12.00.
Filed February 8, 1935.

Written Interrogatories

Written interrogatories to be propounded to Zephemiah Nelson, Etta Gunnell and Samuel S. Nelson, witnesses to testify on behalf of the Complainants in this case.

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

2. Are you acquainted with the parties to this suit, or any and which of them?

3. Did you know the late William A. Nelson in his lifetime? is he dead, if dead when and where did he die? and did he leave any Last Will and Testament.

4. Did he leave any widow?

5. Did he leave any mother or father?

6. Did he leave any brothers and sisters?

7. Did he leave any brothers and sisters who died before him, and if so give their children or descendants? their ages and residents.

8. Do you know the property in these proceeding mentioned. if you, describe its quality, quantity, situation and value.

9. Is or not the said Property susceptable among the parties interested, without material loss and injury to them?

10. Would it not be to the advantage of all the parties interested to sell the said property and divide the proceeds? give your reasons.

Filed February 8, 1935.

Examiner's Exhibit "No. 1.
Filed with Examiner Jany. 21st, 1935.

C. Henry Carmalich
Examiner.

Refiled February 8, 1935.

Written Interrogatories
Filed with Examiner January 21st. 1935.

C. Henry Carmalich,
Examiner.

Filed February 8, 1935.

Decree

Samuel S. Nelson and others	In the Circuit Court for
vs.	St. Mary's County.
Wallace Nelson and others	In Equity No. 1171/2 N. E.

The above cause standing ready for hearing and being submitted the Bill, testimony and all the other proceedings were, by the Court, read and considered.

It is thereupon, this 22d day of February in the year nineteen hundred and thirty-five by the Circuit Court

for Saint Marys County, Adjudged, Ordered and Decreed, that the property mentioned in the proceedings called and known as "Part of Hopkins Park," situated in the Third Election District of said County, except that portion of said land now laid out and used as and for the State Road running from Loveville to Leonardtown, and more particularly shown on Plats No. 871, 872, 873 and 875 of the State Roads Commission of Maryland, duly recorded among the Land Records of St. Marys County, Maryland, be sold that A. Kingsley Love and William Aleck Loker are be and they hereby appointed Trustees to make said 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 Five Thousand Dollars 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 such newspaper or newspapers published in Saint Marys County as they shall think proper, of the time, place, manner and terms of sale, which shall be One-third cash, one-third in six months and one-third in one year or all cash at the option of the purchaser or purchasers, the credit portion if any to bear interest from the date of sale and to be secured to the satisfaction of the trustees 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 proceedings relative to such sale; with an annexed affidavit of the truth thereof and of the fairness of said sale, and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money, (and not before,) the said 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 heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and defendants, and those claiming by, from and under them or either of them. And the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. Meverell Loker,
Judge.

Filed February 13, 1935.

Trustee's Bond

Know All Men By These Presents, That we, A Kingsley Love and Wm. Aleck Loker and the Fidelity And Deposit Company Of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand ($5,000.00)

Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of March in the year of our Lord one thousand nine hundred and thirty-five.

Whereas, the above bounden A. Ringsley and Wm. Uleck Laker by virtue of a decree of the Honorable the Judge of the Circuit Court of St. Mary's County has been duly appointed Trustee to sell certain property mentioned in the proceedings in the case of Samuel S. Nelson et al vs. Wallace Nelson et al now pending in said Court:

Now, The Condition Of The Above Condition Is Such, That if the above bounden A. Ringsley Lowe and Wm. Uleck Laker do and shall 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.

Signed, sealed and delivered in the presence of:

J. L. Weiner.

A. Ringsley Lowe (Seal)
Wm. Uleck Laker (Seal)

As to Surety:
By. L. Gillis

(Fid & Dep.
Co. of Md)
(Seal)

Fidelity and Deposit Company Of Maryland.
By W. L. Jenness.
W. L. Jenness,
Attorney-in-Fact.

Bond approved this 9th day of March, 1935

Jos. M. Mattingly,
Clerk.

The Clerk will please file and approve.

A. Ringsley Lowe
Wm. Uleck Laker,
Attys.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 49.
Filed March 9th, 1935

Trustee's Report of Sale, with certificate of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Trustee's Sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 26th day of March, 1935 and that the first publication appeared in the issue of March 1st, 1935.

Darsey & Weiner,
Publishers
J. L. Weiner.

A. Ringley Love & W. Alvin Laker, Solicitors.
Trustees Sale of Valuable Real Estate Third Election District of St. Mary's County, Md.

By virtue of a decree of the Circuit Court for St. Mary's County, sitting as a Court of Equity, passed on the 23rd Day of February, 1935, in a cause in said Court pending No. 1712 N. E. in which Samuel A. Nelson and others are complainants, and Wallace Nelson and others are defendants, the undersigned Trustees, appointed by said decree, will offer for sale by public auction at the Court House door, in Leonardtown, Maryland, on Tuesday, March 26, 1935, at the hour of one o'clock in the afternoon, the property in said proceedings mentioned, that is to say: All that tract, part of tract or parcel of land called and known as "Park Hopton Park" lying and being in the Third Election District of St. Mary's County, State of Maryland, containing 115 acres of land, more or less. Except that portion of said land now laid out and used as and for the State Road running from Loveville to Leonardtown, and more particularly shown on Plats No. 871, 872, 873 and 875 of the State Roads Commission of Maryland, duly recorded among the Land Records of St. Mary's County, Maryland.

The above farm is situated on the State Road leading from Leonardtown to Mechanicsville and from Leonardtown to Clements and being about three miles from Leonardtown. The soil is adapted to the growth of staple crops and is improved with a dwelling and a barn, also other out buildings, all in fairly good condition. Due to its desirable location this farm is suitable for sub-division into building lots.

Terms of Sale; as prescribed by the decree are one-third Cash, on the day of sale or upon ratification thereof, one-third in six months, and the balance in one year, or all cash at the option of the purchaser or purchasers, the deferred payments if any to bear interest at six per cent and to be secured to the satisfaction of the Trustees. A deposit of five hundred dollars will be required of the purchaser or purchasers at the time and on the day of sale. Conveyance at the expense of the purchaser or purchasers.

Charles P. Abell,
Auctioneer.

A. Ringley Love,
Wm. Alvin Laker,
Trustees.

To the Honorable, the Judge of said Court:—

The report of A. Ringley Love and William Alvin Laker, shows that after giving bond with securities, for the faithful performance of the trust reposed in them by the decree heretofore passed in the above entitled case, and having given at least three weeks' notice of the time, place, manner and terms of sale, by advertisement in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County as appears from Certificate of publication of said notice hereto attached, they did pursuant to said notice, attend at the door of the Court House in Leonardtown, on Tuesday, March 26th, 1935, at the hour of one o'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in this case

17127 M. E.

and decree to be sold, being all that tract or parcel of land, situate, lying and being in the Third Election District of St. Mary's County and State of Maryland, called and known as "Part Hopton Park" and containing one hundred and fifteen acres of land more or less.

And sell the same to Etta Gunnell, she being then and therefor, at and for the sum Twenty-four hundred ($2400.00) Dollars, and the said purchaser has complied with the terms of sale by depositing the Five Hundred Dollars required by the advertisement of sale, and your trustees have every reason to believe that said purchaser will fully comply with the terms of sale upon final ratification thereof.

Respectfully submitted

A. Ringgold Love

* Wm. Alec. Loker

Trustees.

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 26th day of March 1935 before me the subscriber, the Clerk of the Circuit Court for said St. Mary's County, aforesaid, personally appeared A. Ringgold Love and William Alec Loker the Trustees named in the above report of sale, and made oath, in due form of law, that the matters and things stated in said report of sale are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

Jos. M. Mattingly
(Court) Clerk of the Circuit Court for
(Seal) St. Mary's County, Maryland.

Filed Mar. 26, 1935

Certificate of Auctioneer

This is to certify that, at the instance of A. Ringgold Love and William Alec. Loker, the trustees named in the above entitled case, I attended at the door of the Court House in Leonardtown, on Tuesday, March 26th, 1935 at the hour of one o'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in said case, by public auction, to the highest bidder; and the highest bid made therefore was Twenty-four Hundred dollars ($2400.00) Dollars and Etta Gunnell was the highest bidder, wherefore said property was sold to the said Etta Gunnell at and for the said sum of Twenty-four hundred ($2400.00) Dollars.

As witness my hand this 26th day of March, 1935.

Chas. P. Abell
Auctioneer.
Leonardtown, Md.
March 26th, 1935

Received of A. Ringgold Love and Wm. Alec. Loker Trustees, Five dollars - as Auctioneer's fee for sale of property of Nelson vs. Nelson.

Chas. P. Abell.

Filed Mar. 26, 1935.

Assignment of Interest of Saml. S. Nelson to Etta Gunnell.

For value received I hereby assign, convey and make over unto Etta Gunnell her heirs and assigns, all my right, title and interest in Law and Equity in and to the farm known as "Hopkins Park" and now in the Equity Court known as No. 1712 New Equity.

Witness my hand and seal this 26th day of March, 1935

Witness:
A. Ringgold Love
Wm. Ulric Loker.

Samuel S. Nelson (Seal)

Filed Mar. 26, 1935.

Order Nisi on Sale

Ordered by the Circuit Court for St. Mary's County, Maryland this 27th day of March, 1935, that the sale made and reported by A. Ringgold Love and William Ulric Loker, Trustees for the sale of the property mentioned in the proceedings in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the Fourth Monday in April next; provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County once in each of four successive weeks before the said Fourth Monday in April next.

The report states that amount of the sale to be $2400.00.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Mar. 27, 1935.

Order of Court finally ratifying and confirming Sale with Certificate of Publication of Copy Nisi & reference to Auditor.

Ordered by the Circuit Court for St. Mary's County, in Equity, this 2nd day of May, 1935, that the sale of the property mentioned in the proceedings in the above entitled case made and reported by A. Ridgely Love and William Ulric Loker the Trustees appointed by decree of this Court to make sale, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although the notice required by law has been given, as appears from the Certificate of the publication of the copy of the Order Nisi heretofore attached and to be filed with this order, the case is referred to the Auditor for stating the account.

Wm. Merrell Loker,
Judge.

 1712 N. E.

In the Circuit Court for St. Mary's County Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 22 day of April, 1935 and that the first publication appeared in the issue of March 26, 1935.

Darsey & Weiner,
Publishers.
J. D. Weiner.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 27th day of March, 1935, that the sale made and reported by U Kingsley Love and William Aleck Loker, Trustees for the sale of the property mentioned in the proceedings in the above entitled case, ~~the~~ ratified and confirmed, unless cause to the contrary be shown on or before the Fourth Monday in April next: provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County, once in each of four successive weeks before the said Fourth Monday in April next.

The report states the amount of the sale to be $2400.00.

True Copy Test:
Jos. M. Mattingly
Clerk.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed May 2, 1935.

Bill

April 16, 1935.

Mr. J. D. Weiner,
Leonardtown,
Maryland

To Fidelity and Deposit Company of Maryland, Dr.

3-4-35 # 4022645 U. Kingsley Love, et al Trs
to sale E. L. Nelson, et al
vs. Wallace Nelson. $20.00

Paid
April 22, 1935.
J. D. Weiner

Filed May 2, 1935.

Bill

St. Mary's Enterprise,

Messrs. A. K. Love and Wm. Aleck Loker, Trustees, Local.

Oct. 19, 1935	Order of Publication	18½" @	1.50	
" 26, "	" " "	18½" @	.72	
Nov. 2, "	" " "	18½" @	.72	
Nov. 9, "	" " "	18½" @	.72	$64.37

Mar. 1, 1935	Adv. Sale 9½ in @ 1.50		
Mar. 8, 15, 22, 35	" " 9½ in. @ .75	$35.63	
	Order of Nisi	15.00	$120.00

Filed June 13, 1935.

Examiner's Bill and Receipt.

Received of A. Kingsley Love and Wm. Alex Loker, Trustees Thirteen Dollars, as Examiner's Fee.
No. 1712 N. E. Samuel A. Nelson, et al. vs. Wallace Nelson, et al.
April 12, 1935.

C. Henry Camalier,
Examiner.

Filed June 13, 1935.

Tax Bill
Yr. 1934.

No. 409.
Mr. W. A. & S. A. Nelson. Third District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934. Date Sept. 1, 1934.

To County Tax on $2402 rate 92c on $100.	$22.12
To State Tax on $ " rate 22c on $100.	2.52
To 5 per cent commission on State Tax	.28
To interest on County Tax from Sept. 1, 1934	1.33
To interest on State Tax from Sept. 1, 1934.	.32
	$29.59

Filed June 13, 1935.

Copy of Judgment.

Jos. M. Mattingly vs. Samuel Nelson.

Before J. Roland Duke a Justice of the Peace of the State of Maryland, in and for St. Mary's County.

October 16th, 1929. Judgment confessed by Defendant in favor of the Plaintiff for $8.88 Dollars, C. M. Debt, with interest from October 14th, 1929; with respective rights of exemption waived: 10 per cent commission for Attorneys Fees and 65 cents costs.

J. Roland Duke J. P.
(Seal)

True copy - test:
J. Roland Duke J. P.

Copy, 15 cents.

Received this 19th day of October, 1929, at 1:00 o'clock P. M. for record and same day recorded in J. P. Judg. Record Liber J. W. M. No. 1, folio 58, No. 225, one of the records of St. Mary's Co., and examined by me.

Jos. M. Mattingly,
Clerk.

Recd. $0.25
Filed June 13, 1935.

1712 N. E.

Note vs. Samuel Nelson.

Leonardtown, Md. Mar. 7, 1935

$25.00 Due: June 7, 1935
.50

Three months after date, for value received, the undersigned jointly and severally promise to pay to the order of County Trust Company of Maryland Twenty Five Dollars at the office of the County Trust Company of Maryland, at Leonardtown, Md., with interest after maturity until paid.
No. 29818 P. O. Leonardtown Md.

Samuel L. Nelson
D. L. Johnson.

Filed June 13, 1935.

Note

$25.00 Leonardtown, Md., Feb. 11, 1935
Four 50 months after date, for value received, I or we jointly and severally promise to pay to the order of The First National Bank of St. Mary's at Leonardtown Twenty-five & 50/00 Dollars at the First National Bank of St. Mary's, at Leonardtown, Md., and I or we, whether maker or indorser, do hereby waive the right of all homestead exemptions and all other exemptions given by law.
Due June 14, No. 26649 R Samuel L. Nelson.

Filed June 27, 1935.

Bill
Reg. of Wills

Mr. A. K. Love, Attorney
To Anita C. N. Thrift, Register. Dr.
October 9, 1934.
To Certified Copy of Will of
George D. Nelson, Deceased. $1.75

Filed July 30, 1935.

Auditor's Report.

In account with A. Kingsley Love and Wm. Aleck Loker, Trustees for the sale of property of Samuel L. Nelson, et al. for partition and distribution.

By ~~Amt.~~ ~~due~~ ~~Jos.~~ M. Mattingly, Clerk.
By Amt. of proceeds from sale per report $2400.00

To Amt. due Jos. M. Mattingly, Clerk, his fees $ 28.50
" " " A. Kingsley Love, Attorney, his fee. 30.00
" " " Philip H. Dorsey, Jr., Atty. for Defts. 10.00
" " " A. Kingsley Love, Trustee, his Commission 72.00
" " " W. Aleck Loker, Trustee, his Commission 72.00
" " " J. Bernard Love, Sheriff, his fees 12.00
" " " C. Henry Camalier, Examiner, his fee, Va. Trust 12.00
" " " Fidelity & Deposit Co. of Md. Premium

on Bond, Use Trustees		$ 20.00
To Amt. due Charles P. Whell, Auctioneer, Use Trustees		5.00
" " " St Mary's Enterprise, Advertising		120.00
" " " Anita C. Thrift, Reg. of Wills, her fee		1.75
" " " Aloysius F. King, Auditor, his fee		18.00
To Amount for Taxes, Etc.		1,998.75
	$2,400.00	$2,400.00

By Amount for taxes, etc., ut supra	$1,998.75	
To Amt. due Jos. B. Drury, Co. Treas. Taxes 1934		$ 29.59
To Amt. for Col. Inh. Tax, Etc.		1,969.16
	$1,998.75	$1,998.75

By Amt. for Col. Inh. Tax, etc. ut supra	$1,969.16	
To State of Md., Col. Inh. Tax, Est. of George L. Nelson		$ 32.82
To State of Md., Col. Inh. Tax, Est. of Wm. A. Nelson		48.41
" Balance Distributable,		1,887.93
	$1,969.16	$1,969.16

By Amt. Distributable, ut supra	$1,887.93	
Samuel A. $656.39 Geo. L. $623.56 William A. $607.95 $311.78		
To Samuel A. Nelson, his one-third	$656.39	
" " " " , his one-half of Geo. L.	311.78	
" " " " , his one-sixth of Wm. A.	153.29	
	$1,121.46	

To Jos. M. Mattingly, Judgment Liens in full	$ 67.09
" County Trust Co. of Md. Note in full	25.28
" First Nat'l. Bank of St. Mary's Note in full	25.78
To Etta Gunnell, balance per assignment filed herein	1,003.31
To Zephaniah Nelson, 1/7 of $153.2933	21.90
" W. Ford Nelson 1/7 of 153.2933	21.90
" Mills Nelson 1/7 "	21.90
" Samuel G. Nelson, 1/7 "	21.90
" Flora Groves, 1/7 " "	21.90
" Benjamin Nelson, 1/7 " "	21.90
" Albert Nelson, 1/7 " "	21.90
" Wallace Nelson, 1/4 " "	38.32
" Joseph Nelson, 1/4 " "	38.32
" Maria O'Dea 1/4 " "	38.32
" Walter G. Nelson 1/4 " "	38.32
" James Mills 1/2 " "	30.66
" Lillie Wirth 1/2 " "	30.66
" Ada Pope 1/2 " "	30.66
" J. King Mills 1/2 " "	30.66
" Rosie Cryer 1/2 " "	30.66

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To Parran Tippett	1/6 of	$153.2922	$ 25.54
" Ella King	1/6	"	25.55
" Urta Carter	1/6	"	25.55
" Ida Hawkins	1/6	"	25.55
" Edith Jones	1/6	"	25.55
" Bradley Tippett	1/6	"	25.55
" Etta Gannett	whole		153.29
		$1,887.93	$1,887.93

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the proceedings in the above entitled cause, and from them has stated the within account, first, having charged the Trustee with the proceeds of sale, and after crediting them with the commissions, the costs and expenses of suit and taxes due and in arrears, due to the County Treasurer, he has first allowed the State due it for Collateral Inheritance Taxes on the respective estates of George L. Nelson and William A. Nelson, then has distributed the balance to the parties at interest according to the Bill of Complaint.

All of which is respectfully submitted.

Aloy. F. King,
Auditor.

July 30, 1935.
Filed July 31, 1935.

Order Nisi on Report of Auditor.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 6th day of August in the year nineteen hundred and thirty five, that the statement and account of the auditor, aforesaid, reported and filed in the above entitled case be ratified and confirmed, unless cause to the contrary be shown on or before the first Monday in September next, provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County, once in each of four successive weeks before the said first Monday in September next.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed August 6, 1935.

Certificate of Publication of Order Nisi on Audit.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi on Auditor's Report has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 1st Monday of September, 1935 and that the first

publication appeared in the issue of August 9th, 1935.

Dorsey & Weiner,
Publishers.
G. H. Dorsey, Jr.,
Editor.

(Order Nisi, see Order Nisi on Report of Auditor, page 136)
Filed Sept. 5, 1935.

Ratification absolute of Auditor's report and Order of Court.

It is hereby, ordered this 5th day of September, 1935, by the Circuit Court for St. Mary's County, State of Maryland, in Equity, that the Auditor's report and account filed in the above entitled be and the same is finally ratified and confirmed, no cause to the contrary appearing although due notice of ratification Nisi appears to have been given by publication of same for the time required by law, in the St. Mary's Enterprise, a newspaper published in St. Mary's County, and the trustee is hereby ordered to pay over the money as stated in said Auditor's report and account.

Wm. Mennell Laker,
Judge.

Filed Sept. 5, 1935.

1758 N. E.

T. Van Clagett, Assignee of Mortgage Plaintiff

vs.

C. Howard Buckler, and
Bessie May Buckler, his wife,
Frederick N. Buckler, and
Lillie M. Buckler, his wife;
Philip N. Buckler, and
Georgia Buckler, his wife;
Elizabeth M. Kirby, and
Thomas N. Kirby, her husband;
Susan E. Hutchinson, and
William S. Hutchinson, her husband,
Defendants.

In the Circuit Court for Saint Mary's County, State of Maryland

No. 1758 N. Equity.

Titling

Mr. Clerk:

Please file this case by the above titling, the same being a proceeding to foreclosure the mortgage which was executed by the above named defendants to The First National Bank of Mary's at Leonardtown, dated May 21st, 1918, and recorded among the Mortgage Records of St. Mary's County, Maryland in Liber No. 17, (E. B. A.) folio 163.

Enclosed you will also find original mortgage and assignments and mortgage note and statement of mortgage debt, which kindly file in this case.

Enclosed also you will find assignee's bond in the penalty of $4000.00, which kindly approve, file and record.

Respectfully,

T. Van Claggett.

T. Van Claggett,
Assignee of Mortgage.

Filed December 5, 1935.

Original Mortgage & Assignments & Mortgage Note and Statement of Mortgage Debt

This Mortgage, Made this 21st day of May in the year nineteen hundred and eighteen, by C. Howard Buckler, and Bessie May Buckler, his wife, Frederick N. Buckler and Lillie M. Buckler, his wife of Washington City in the District of Columbia, and Philip N. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby and Thomas N. Kirby, her husband, of the City of Newark, State of New Jersey, and Susan E. Hutchinson and William S. Hutchinson, her husband, of the City of Bethlehem, State of Pennsylvania.

Whereas the said C. Howard Buckler and Bessie May Buckler, his wife, Frederick N. Buckler and Lillie M. Buckler, his wife, Elizabeth M. Kirby and Thomas N.

Kirby, her husband, Susan E. Hutchinson and William L. Hutchinson, her husband, are now justly indebted unto The First National Bank of St. Mary's at Leonardtown, a corporation duly incorporated under the National Banking Laws of the United States of America, in the full sum of Four thousand dollars ($4000.00) being for money advanced and part purchase money on the tracts or parcels of land hereinafter named and described and have given therefore to the said The First National Bank of St. Mary's at Leonardtown, a corporation as aforesaid, their mortgage note for the ~~same~~ said principal sum, of even date herewith, drawn in its favor and payable three years after date, and also their six interest notes, of even date herewith, drawn to the order of the said The First National Bank of St. Mary's at Leonardtown, for the sum of One hundred and twenty dollars each, payable respectively in six, twelve, eighteen, twenty-four, thirty and thirty-six months after date, to better secure the payment of all of which said notes as they severally become due, these presents are executed.

Now, therefore, this mortgage witnesseth that, in consideration of the premises and of the sum of One dollar, the said C. Howard Buckler and Bessie May Buckler, his wife, Frederick W. Buckler and Lillie M. Buckler, his wife, Philip W. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby and Thomas W. Kirby, her husband, Susan E. Hutchenison and William L. Hutchinson, her husband, do hereby grant and convey unto the said The First National Bank of St. Mary's at Leonardtown, a corporation as aforesaid, its successors or assigns, the following two tracts or parcels of land, situate, lying and being near Groveville in the Sixth Election District of Saint Mary's County, State of Maryland.

First, all that tract or parcel of land called and known as "Valentine Grove," "Addition" and "Howdens Discovery," containing two hundred and forty eight acres, more or less, the same being the farm lately ~~occupied by Philip T. Buckler and of which the said Zachariah A. Buckler did seize and possess~~. Martha E. Spalding and of which Zachariah L. Buckler died seized and possessed, and also,

Second, all that tract or parcel of land called and known as "Wildmans Venture" containing one hundred and forty acres, more or less, the same being the farm lately occupied by Philip T. Buckler and of which the said Zachariah L. Buckler died seized and possessed.

Both of the above mentioned tracts or parcels of land being the same and all the land conveyed to the said C. Howard Buckler, Frederick W. Buckler, Philip W. Buckler, Elizabeth M. Kirby and Susan E. Hutchenson by deed dated May 21st, 1915, from Chas. M. Emmons and Mary E. Emmons, his wife, to be recorded among the Land Records of Saint Mary's County, State of Maryland of even date with this

1758 N.E.

mortgage, and constitute all the land located in said Saint Mary's County, of which Zachariah L. Buckler died seized and possessed.

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 The First National Bank of St. Mary's at Leonardtown, its successors or assigns forever.

Provided that if the said C. Howard Buckler and Bessie May Buckler, his wife, Frederick W. Buckler and Lillie M. Buckler, his wife, Philip H. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby and Thomas H. Kirby, her husband, Susan E. Hutchinson and William L. Hutchinson, her husband, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable according to the tenor and effect of the Mortgage Notes herein before recited 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 C. Howard Buckler, Frederick W. Buckler, Philip H. Buckler, Elizabeth M. Kirby, and Susan E. Hutchinson shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said C. Howard Buckler and Bessie May Buckler, his wife, Frederick W. Buckler and Lillie M. Buckler, his wife, Philip H. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby & Thomas H. Kirby, her husband, Susan E. Hutchinson and Wm. L. Hutchinson, her husband, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereof to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said The First National Bank of St. Mary's at Leonardtown, a corporation, aforesaid, its successors or assigns or Wm. Mennell Lake, 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, 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 newspaper printed in Saint Mary's County, and such other notice as by the said Mortgagee, its successors or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: First: to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly: to the payment of all claims of the said Mortgagee, 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, their personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under ordinary decree of the Circuit Court for Saint Mary's County, in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay, and the said Mortgagee, its successors or assigns or Wm. Mundell Loker, its or their said Attorney shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said C. Howard Buckler and Bessie M. Buckler, his wife, Frederick N. Buckler and Lillie M. Buckler, his wife, Philip N. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby and Thomas K. Kirby, her husband, Susan E. Hutchison and Wm. S. Hutchison, her husband, for themselves, their personal representatives and assigns, do further covenant to insure and keep insured the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns the improvements on the hereby mortgaged land to the amount of at least Two thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed as in case of fire to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lein or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hands and seals of the said Mortgagors.

Witness as to C. Howard Buckler,
Bessie May Buckler,
Fyderick W Buckler and
Lilkie M. Buckler.
Chas. M. Emmons.

C. Howard Buckler (Seal)
Bessie May Buckler (Seal)
Frederick W Buckler (Seal)
Lillie M. Buckler (Seal)

Witness as to Philip N. Buckler, Georgia Buckler
Elizabeth M. Kirby and Thomas N. Kirby.
Fred Freiburger.

Philip N. Buckler (Seal)
Georgia Buckler (Seal)
Elizabeth M. Kirby (Seal)
Thomas N. Kirby (Seal)

Witness as to Susan E. Hutchinson and
William L. Hutchinson
M. A. Transue.

Susan E. Hutchinson (Seal)
William L. Hutchinson (Seal)

District of Columbia, ss.

I Hereby Certify, that on this 21 Day of May in the year nineteen hundred and Eighteen before me, the subscriber, a Notary Public of the District of Columbia, in and for Washington City, personally appeared C. Howard Buckler and Bessie May Buckler, his wife, and Frederick W. Buckler and Lillie M. Buckler, his wife the Mortgagors named in the aforegoing Mortgage and did acknowledge the aforegoing Mortgage to be their respective act.

As witness my hand and Notarial seal.

(N. P.)
(Seal)

Charles M. Emmons
Notary Public D.C.

State of New Jersey, Essex County, to wit:

I hereby Certify that on this 31 day of May in the year 1918, before me, the Subscriber, a Notary Public of the State of New Jersey, in and for Essex County, personally appeared Philip N. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby and Thomas N. Kirby, her husband Mortgagors, named in the aforegoing Mortgage and did each acknowledge the foregoing Mortgage to be respective act.

As witness my hand and Notarial Seal

(N. P.)
(Seal)

Harry L. Huelsenbeck,
Notary Public

State of Pennsylvania, Northampton County to wit:

I hereby certify that on this 8th Day of June, in the year 1918, before me, a Notary Public of the State of Pennsylvania, in and for Northampton County, personally appeared Susan E. Hutchinson and William L. Hutchinson, her husband, Mortgagors named in the aforegoing Mortgage, and did each acknowledge the aforegoing Mortgage to be their respective act.

As witness my hand and Notarial Seal

My commission expires January 16, 1921.

(N. P.)
(Seal)

Mary A. Transue
Notary Public

State of Maryland, Saint Marys County, to-wit:

I Hereby certify that on this 15th day of June in the

year Nineteen hundred and eighteen, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Saint Marys County, personally appeared Haywood J. Sterling, Cashier of The First National Bank of St. Marys at Leonardtown, a body corporate and the mortgagee named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in the within or aforegoing Mortgage is true and bona fide as therein set forth and that he is the Cashier of the said The First National Bank of St. Marys at Leonardtown, and authorized to make this affidavit

(J. P.) Harry E. Groves.
(Seal)

Received for Record June 12, 1918, at 11 o'clock A. M. same day recorded in Liber E. B. A. No. 17, Folio 162 &c. one of the Land Records of St. Marys County, Maryland, examined per

Enoch B. Abell
Clerk.

Cost of Record $6.50 Paid.

State of Maryland, Saint Marys County, to-wit:

~~I hereby certify that on this 12th day of June in the year Nineteen hundred and eighteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Saint Marys County, personally appeared The~~

The First National Bank of St. Marys at Leonardtown, Maryland, hereby assign to First National Bank of Southern Maryland, Upper Marlboro, Maryland, the aforegoing mortgage with all rights thereunder, for the sum of Three Thousand Dollars ($3,000.00), the balance due thereon this day without recourse to said First National Bank of St. Marys at Leonardtown, Maryland.

As witness the hands of its President, George W. Jay, and B. Kennedy Abell, its Assistant Cashier, with the seal of said Bank thereon this ninth day of November, 1921.

(First Nat. Bank of St. Marys)

Geo. W. Jay,
President.
B. Kennedy Abell
Assistant Cashier.

Received this 10th day of November, 1921, at 2:00 o'clock P. M. for record and same day recorded in Liber E. B. A. No. 17, folio 167, one of the Deed records of St. Marys County and examined per me.

Jos. M. Mattingly
Clerk.

Recdg. $0.40 Paid

The First National Bank of Southern Maryland, a body corporate, hereby assigns to T. Van Claytt for purpose of fore-

closure the within mortgage.

As witness the hands of its Vice-President, William L. Hill and Claude K. Owen, its Assistant Cashier, with the seal of said Bank thereon this 8th day of November, 1925.

Attest: (First Nat. Bank) (of So. Md. U.S.A.)

Claude K. Owen.
Assistant Cashier

Wm. L. Hill
Vice-president

Received this 12th day of November, 1925 at 10:00 o'clock A. M. for record and same day recorded in Liber E.B.G. No. 17 folio 167 one of the land records of St. Mary's County and examined per me.

Jos. M. Mattingly
Clerk.

Rcdg. $0.40 Paid

State of Maryland, Prince George's County, to-wit

I hereby certify that on this 4th day of December, 1925; before me the subscriber, a Notary Public of said State, in and for said County personally appeared Wm. L. Hill Cashier of The First National Bank of Southern Maryland, a body corporate, and made oath in due form of law that the amount due and owing said Bank on the aforesaid mortgage from C. Howard Buckler and others, assignment to said Bank duly recorded in Liber E. B. G. No 17, folio 167, is the sum of $3,090.00, as of December 10th, 1925; exclusive of all set offs or just grounds of defense.

As witness my hand and official seal.

(N. P.)
(Seal)

B. Beale Farmer
Notary Public.

Filed December 5, 1925.

Note

Leonardtown, Md.
May 21st. 1915.

$4000.00
20 ys.

Secured by Mortgage of even date herewith, three years after date we jointly and severally promise to pay to the order of The First National Bank of St Mary's at Leonardtown, Four thousand dollars. Value received.

C. Howard Buckler.
Bessie May Buckler.
Frederick W. Buckler.
Lillie M. Buckler.
Philip H. Buckler.
Georgia Buckler.
Elizabeth M. Kirby.
Thomas H. Kirby.
Susan E. Hutchinson.
W. S. Hutchinson.

(U. S. I. R. Stamps)
($2.00 Cancelled)

Int. pd. to May 21, 1921.
Pay to the order of First National Bank of Southern Maryland without

recourse,

The First Natl Bank of St. Mary's
Leonardtown, Md.
L. J. Sterling,
Cashier.

Assignee's Bond - $4000.00

Know All Men by these Presents:

That the American Surety Company of New York, a corporation of the State of New York, of No. 100 Broadway, in the City of New York, in said State, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint A. Marvin Peach, Upper Marlboro, Md. its true, sufficient and lawful attorney, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, a bond or understanding, as follows:

That certain Bond in a Penalty not exceeding Four Thousand Dollars ($4000.) on behalf of W Van Clagett as Assignee for foreclosure of mortgage from C. Howard Buckler and wife and others, to First National Bank of St. Mary's at Leonardtown, dated May 21, 1918, said bond to be filed before the Circuit Court (In Equity) of St. Mary's County, Maryland, the Clerk thereof or the Judge thereof in vacation, as the necessity may appear, hereby giving its said attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said American Surety Company of New York could do if personally present, and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving to itself full power of substitution and revocation.

The authority contained herein is void if not availed of within thirty days from the date of this instrument.

In Witness Whereof, the said American Surety Company of New York has caused its corporate seal to be hereunto affixed and these presents to be duly executed by its proper officers at the City of Washington, District of Columbia, on this 5th day of December, 1923.

(Corp) (Seal)

American Surety Company of New York.
By L. Burt Wise
Resident Vice President

Attest

A. P. Wiley.
Resident Assistant
Secretary.

At a regular meeting of the Executive Committee of the Board of Trustees of the American Surety Company of New York, held at the office of the Company at No. 100 Broadway, in the City of New York, on the Seventeenth day of September, 1912, the following resolution was adopted:

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"Resolved, That one of the Resident Vice Presidents, and one of the Resident Assistant Secretaries of this Company at Washington, in the District of Columbia, be and they hereby are authorized and empowered to make, execute and deliver, in behalf of the Company, unto such person or persons in the States of Virginia, North Carolina, and Maryland and the District of Columbia, as they may select, its power of attorney constituting and appointing each such person its attorney in fact, with full power and authority to make, execute, and deliver, for it, and in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the said States of Virginia, North Carolina, and Maryland and the District of Columbia, the nature of such bond or undertaking to be in each instance specified in such power of attorney."

State of New York, County of New York, ss:

I, M. J. Strang, Assistant Secretary of the American Surety Company of New York, Hereby certify that I have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said Company, and that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal of the Company at the City of New York, this 5th day of April, 1934.

(Corp.) (Seal)

M. J. Strang
Assistant Secretary

City of Washington, District of Columbia, ss:

On this day personally appeared before me, a Notary Public, in and for the County aforesaid, L. Burt Nye and U. P. Wiley who, being duly sworn by me, did depose and say that they are respectively a Resident Vice President and a Resident Assistant Secretary, at the City of Washington, of the American Surety Company of New York, and they, as such Resident Vice President and Resident Assistant Secretary, respectively, did thereupon acknowledge and deliver the foregoing instrument of writing as and for the act and deed of the American Surety Company of New York.

Witness my hand and seal, this 5th day of December, 1935.

(N. P.) (Seal)

Paul N. Cherry,
Notary Public

My commission expires 3-1-40.

Know All Men By These Presents:

That we, T. Van Clagett, of Prince George's County, Maryland as principal, of Prince George's County, Maryland and the American Surety Company of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand ($4000.00) Dollars, current money, to be paid to the said State or its certain attorney,

to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and Dated this fifth day of December, 1935.

Whereas, the above bounden T. Van Clagett (assignee) by virtue of the power of sale contained in a mortgage from C. Howard Buckler and Bessie May Buckler, his wife, Frederick W. Buckler and Lillie M. Buckler, his wife, Philip H. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby and Chas. W. Kirby, her husband and Susan E. Hutchinson and Wm. D. Hutchinson, her husband, to The First National Bank of St. Mary's at Leonardtown, dated May 21, 1915, and recorded in Liber E. B. H. No. 17, folio 163, Land Record of St. Mary's County, Maryland, (default having occurred under the terms of said mortgage) is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as therein, and in the conditions and covenants therein contained.

Now, the Condition of the above Obligation is such, that if the above bounden T. Van Clagett (assignee of mortgage) doth 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 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~~: —
in the presence of: —

T. Van Clagett (Seal)

Matilda M. Udsdall (Corp.) (Seal)

American Surety Company of New York.
By D. Marvin Veach
Attorney in fact. (Corporate seal)
Attorney

Recorded in Bond Record Liber J. M. M. No. 1, Folio 68

I hereby approve the within bond this 7th day of December, 1935.

Jos. M. Mattingly,
Clerk.

Filed Dec. 7, 1935.

Report of Sale, Memo. of Sale, Affidavit, Order Nisi
Order of Final Ratification of Sale and Reference
to Auditor.

To The Honorable, The Judges Of The Said Court: —

The Report of Sale of T. Van Clagett, assignee of the mortgage from C. Howard Buckler, et. al., to The First National Bank of St. Mary's at Leonardtown, dated May 21st, 1915, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. H. No. 17, folio 163, respectfully shows: —

That after having given Bond with security in the penalty of $4000.00 for the faithful performance of the duties imposed upon him by the mortgage filed in this case (after default had occurred thereunder) and having complied with all the other duties

as required by law and the said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Saint Mary's Beacon, a weekly newspaper published in Saint Mary's County, Maryland, for more than 21 days before the day of sale and also giving notice by advertisement in The Evening Star Newspaper, Washington, D.C.,) he did pursuant to said notice attend at the place of sale, to wit:- at the Court House door, in Leonardtown, St. Mary's County, Maryland on Tuesday, December 10th, 1929, at Two o'clock, P.M., and then and there proceeded to offer for sale at public auction the property described in said mortgage and advertisement, to wit:-

First:- All that tract or parcel of land called and known as "Valentine Grove," "Addition," and "Plowden's Discovery," located in the First Election District of Saint Mary's County, Maryland containing two hundred and forty-eight (248) acres, more or less, the same being the farm lately occupied by Zachariah P. Buckler died seized and possessed and located at "Oakville" at the intersection of the "Three Notch" State Road and the State Road ~~to Sand Gate;~~ together with the improvements thereon and best bid $1100- & bid held.

Second:- All that tract or parcel of land called and known as "Wildman's Venture", containing one hundred and forty (140) acres, more or less, the same being the farm lately occupied by Philip H. Buckler and of which the said Zachariah P. Buckler died seized and possessed, and located across the Three Notch Road from the property first above, together with the improvements thereon; and fifty best bid $1150 and bid held.

These two parcels were first offered separately and then as a whole, as advertised, and were sold back tracts 248 acres & improvements & 140 acres and improvements to Bessie May Buckler for thirty six hundred dollars.

And said assignee further reports that said sale was in every respect fairly made and recommends that said sale be finally ratified and confirmed by this Honorable Court, said purchaser having agreed to comply with all the terms of sale, as shown by memorandum of sale hereto annexed.

And as in duty bound, etc.,

T. Van Clagett,
Assignee of mortgage.

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify, that on this 10th day of December, 1929, before me, the subscriber, Clerk of Circuit Court of said County and State, personally appeared T. Van Clagett (above named) and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true and also made oath that the sale therein reported was fairly made.

Witness my hand and Seal.

(Court Seal)

Jos. M. Mattingly,
Clerk.

Memorandum of Sale of both tracts 248 acres & improvements and 140 acres & improvements

This is to certify, that I have this 10th day of December, 1935, bought of T. Van Clagett, Assignee in the above entitled cause, the Real Estate located in the First Election District of Saint Mary's County, Maryland, and being all of the property firstly described in the annexed advertisement of sale, to wit: - two hundred and forty-eight (248) acres, more or less, known as "Valentine Grove," etc., as described in said advertisement; together with the improvements thereon; & 140 acres, more or less & improvements, at and for the sum of $3600, and I hereby agree to pay the said purchase price; and thereunto bind myself, my heirs, successors and assigns.

Witness my hand and seal

Test:
Chas. P. Abell
Auctioneer

Bessie M. Buckler. (Seal)

Assignee's Sale of Mortgaged Real Estate situated in the First Election District of St. Mary's County, Maryland.

By virtue of the power of sale contained in the mortgage from C. Howard Buckler and Bessie May Buckler, his wife, Frederick W. Buckler and Lillie M. Buckler, his wife, Philip T. Buckler and Georgia Buckler, his wife, Elizabeth M. Kirby and Thomas N. Kirby, her husband, and Susan E. Hutchinson and William A. Hutchinson, her husband, dated May 21, 1918, and recorded among the Mortgage Records of St. Mary's County, Maryland in Liber E.B.A. No. 67, folio 163, (default having been made in said mortgage), and having been duly assigned to T. Van Clagett for the purpose of foreclosure, the undersigned Assignee of said mortgage will offer for sale at public auction, at the Court House door in Leonardtown, St. Mary's County, Maryland, on Tuesday, Dec. 10th, 1935 at two o'clock, P. M., All of the Property described in said mortgage, to wit:-

First: all that tract or parcel of land called and known as "Valentine Grove," "Addition," and "Plowden Discovery," containing two hundred and forty-eight (248) acres, more or less, the same being the farm lately occupied by Martha E. Spalding and of which Zachariah R. Buckler died seized and possessed and located at "Oakville" at the intersection of the "Three-Notch" State Road and the State Road to Sand Gates. Improved by 2-story frame dwelling, 2 barns, stable, 2 corn houses and necessary out-buildings, with frontage of about 1-4 mile on the road to Sand Gates and about 1-8 mile on the Three Notch Road. Mr. Wilson Wood tenant on said tract.

Second: All that tract or parcel of land called and known as "Wildman's Venture," containing one hundred and forty (140) acres, more or less, the same being the farm lately occupied by Philip T. Buckler and of which the said Zachariah R. Buckler died seized and possessed and located across the

Three Notch Road from the property first mentioned above, with about 1-2 mile frontage on the Three Notch Road. Improved by 1 1-2 story frame dwelling, tenant house, barn and stable, corn house, another barn, garage and necessary out buildings. Some fruit trees. Mr. Joseph L. Guerick, tenant on said tract.

The arable land on these parcels of land is well suited to the growth of the staple crops, especially tobacco.

The above properties are located about 10 miles from Leonardtown and about 2 miles from Sand Gates on the Patuxent River.

These properties will first be offered separately and then together if necessary and will be sold which ever way brings the most money.

Terms of Sale, on Tract No 1:- one third cash upon ratification of sale by the Court; balance in 2 installments, payable respectively in one two and three years from day of sale, or all cash at option of purchaser; deferred payments to bear 6 per cent interest per annum from day of sale and to be secured to the satisfaction of the undersigned; Cash deposit of $300.00 required on day of sale. Conveyancing, Notary Fees, recording fees and stamps at expense of purchaser or purchasers. Taxes and insurance to be adjusted to date of sale.

Terms of Sale, on Tract No. 2:- Same as on Tract No. 1.

T. Van Clagett
Assignee of mortgage
Upper Marlboro,
Maryland

Bank of Commerce & Savings,
Washington, D.C.

Ordered, this 10 the day of December, 1935, by the Circuit Court for Saint Mary's County, Maryland, that the sale of the property mentined in these proceedings made and reported by T. Van Clagett, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of January, next; provided a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 14th day of January, next.

The report states the amount of sale to be $2600.

Court
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Dec. 10, 1935

Ordered, this 16 th day of January, 1936 by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause 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 heretofore passed and published in said cause; and the assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

Auctioneer's Certificate

This is to certify that I acted as auctioneer for the sale of all those tracts or parcels of land described as follows:

First:- All that tract or parcel of land called and known as "Valentine Grove," "Addition," and "Lowdin's Discovery" located in the Fifth Election District of Saint Mary's County, Maryland, Containing 248 acres, more or less, located at "Oakville" at the intersection of the "three Notch" State Road and the State Road to "Sand Gates".

Second:- All that tract or parcel of land called and known as "Wildman's Venture", Containing 140 Acres, more or less, and located across the "Three Notch" State Road from the property first above ~~mentioned~~ described.

Sold by T. Van Clagett, Assignee of mortgage, at public auction on December 10th, 1935, at 2 o'clock, P. M, and sold the same to Bessie May Buckler and and for the sum of Thirty-six Hundred ($3600.00) Dollars. I further certify that said sale was fairly made.

Chas. P. Abell
Auctioneer.

Filed Dec. 10, 1935.

Auctioneer's Receipt

December 10th, 1935.

Received from T. Van Clagett, Assignee of mtg. Five Dollars as Auctioneer's fee.
$5.00.

Chas. P. Abell
Auctioneer

Filed Dec. 10, 1935.

Certificate of Publication of Notice of Sale

This is to certify that the appended Notice Assignee's Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 10th day of December, 1935 and that the first publication appeared in the issue of Nov. 15th, 1935.

U. F. King,
Publisher.

Order Nisi recorded on page 149 with the Report of Sale.

Filed Jany. 16, 1936.

Order of Final Ratification of Sale and Reference to Auditor.

Ordered, this 16th day of January, 1936, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the

1758 N. E.

contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause, and the assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

Wm. Merrell Loker,
Judge.

Filed Jany. 16, 1936.

Certificate of Publication of Order Nisi on Sale.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County Maryland once a week for three successive weeks, prior to the 14th day of January 14th, 1935 and that the first publication appeared in the Issue of Dec. 13th, 1935.

A. F. King,
Publisher.

Ordered this 10th day of December, 1935, by the Circuit Court for St. Mary's County Maryland, that the sale of the property mentioned in these Proceedings, made and reported by T. Ward Clagett, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 14th day of January, next: Provided a copy of this order be inserted in some newspaper published in said County once in each of three successive weeks before the 14th day of January, next.

The report states the amount of sale to be $3600.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

True Copy - Test:
Jas. M. Mattingly,
Clerk.

Filed Jany. 16, 1936.

Tax Bills
Yrs. 1934-35

No. 147.
Mr. F. W. Buckler et al — Ninth District.
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935. Due September 1, 1935.

To County Tax on $6493 rate $1.00 on $/00.	$64.93
To State Tax on $ " rate 22c on $/00.	14.29
To 5 percent commission on State Tax	.72
To interest on County Tax from Sept. 1, 1935	1.95
To interest on State Tax from Sept. 1, 1935	.43
	$82.32

Paid Feb. 17, 1936

Received Payment,
Harrison Hobbs,
County Treasurer,
St. Mary's County.

No. 226
Mr. F. W. Buckler, et al. Fifth District.
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934. Due September 1, 1934

To County Tax on $6493 rate 92c on $100.	$59.74
To State Tax on $ " rate 22c on $100.	14.29
To 5 per cent commission on State Tax	.72
To interest on County ~~State~~ from Sept. 1, 1934	5.38
To interest on State Tax from Sept. 1, 1934	1.28
	$81.41

Paid Feb., 1936.

Received Payment.
Jos. B. Drury.
County Treasurer,
St. Mary's County.

Filed Jany. 28, 1936.

Auditor's Report

In account with T. Van Clagett, Attorney-Assignee of Mortgage.

By amount of proceeds from sale, per this report	$3,600.00	
To Amt. due Jas. M. Mattingly, Clerk, his fees		$ 22.50
" " " T. Van Clagett, Attorney-Assignee		50.00
" " " T. Van Clagett, Atty-Assignee, his Com.		216.00
" " " Chas. P. Abell, Auctioneer, Fee Atty-Assignee		5.00
" " " St. Mary's Beacon, Advertising		66.56
" " " American Security Co. of N. Y. Prem. on Bond		16.00
" " " Aloysius F. King, Undertaker		9.00
" " for taxes, etc.		3214.94
	$3,600.00	$3,600.00

By amount for taxes, etc.	$3,214.94	
To Amt. due Jas. B. Drury, Co. Treas. Taxes 1934		$ 81.41
" " " Harrison Kathy, Co. Treas. Taxes 1935		82.24
" " distributable to Mortgage		3,051.19
	$3,214.94	$3,214.94

By amount distributable to Mortgage, ut supra.	$3,051.19	
To Amt. to The First National Bank of Southern Maryland, holder of mortgage on account of principal and interest to Dec. 16, 1935, amounting to the sum of $3,099.50		$3,051.19
	$3,051.19	$3,051.19

To the Honorable, the Judges of said Court:

The Auditor reports to the Court, that he has examined the proceedings in the above entitled cause, and from them has stated the within account, first charging the Attorney-Assignee with the proceeds from sale, and, after

crediting him with his costs and commissions, and after allowing the taxes due and now in arrears, the balance is distributed to The First National Bank of Southern Maryland assignee of said mortgage in partial payment of principal and interest to date of sale.

All of which is respectfully submitted.

January 28th, 1936. Aloy. F. King.

Filed Jany. 29, 1936.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, in Equity this 29th day of January in the year nineteen hundred and thirty-six that the report of the auditor made stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday of March in the year nineteen hundred and thirty-six, provided a copy of this Order Nisi be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the first Monday of March, 1936.

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

Filed Jany. 29, 1936.

Order to Docket Suit, File Statement of Mortgage Debt, etc.

In the matter of the sale of the mortgaged real estate of Lee Nevitt, mortgagor, by John W. T. Briscoe, attorney named in the mortgage.

In the Circuit Court for St. Mary's County, Maryland. In Equity No. 1742 N. E.

In the matter of the sale of the property of the said mortgagor under the powers contained in a mortgage from him to George N. Cullins dated June 28, 1929, and recorded in Liber J. M. M. No. 3, folio 187, one of the Land Records of St. Mary's County, Maryland and assigned by the said George N. Cullins to the First National Bank of St. Mary's at Leonardtown, Maryland by assignment dated December 11, 1934 and assigned by the said First National Bank of St. Mary's at Leonardtown to the said George N. Cullins by assignment dated July 16, 1935; default having occurred in the payment of principal and interest due thereon as appears from the mortgage and notes herewith filed.

The Clerk of the Circuit Court for St. Mary's County, Maryland, will please docket as above, file mortgage, notes, and statement of mortgage debt and fix penalty in the bond to be given by the attorney named in the mortgage before the sale.

John W. T. Briscoe
Solicitor and attorney named
in the said mortgage.

Filed July 17, 1935.

Mortgage

This Mortgage, Made this 28th day of June, in the year nineteen hundred and twenty-nine, by Lee Nevitt, of the City of Washington, District of Columbia,

Whereas the said Lee Nevitt is justly indebted unto George N. Cullins, of Saint Mary's County, State of Maryland in the full sum of Two Thousand Dollars ($2000), same being for balance due on the purchase price of the tract or parcel of land hereinafter described and hereby conveyed, to be repaid, with interest thereon at the rate of six per centum per annum, in monthly installments as follows:

Ten dollars per month, with interest as aforesaid, for thirty consecutive months from the date of these presents; thirty dollars per month, with interest as aforesaid, for fifty-five consecutive months from the expiration of said period of thirty months from the date of these presents and a final payment of fifty dollars, with interest as aforesaid, eighty-six months from the date of these presents, and has given therefor to the said George N. Cullins his eighty-six promissory notes for the sums respectively, of twenty dollars ($20.00) nineteen dollars and ninety-five cents ($19.95) nineteen dollars and ninety cents ($19.90) nineteen dollars and eighty-five cents ($19.85), nineteen dollars and eighty cents, ($19.80), nineteen dollars and seventy-five cents, ($19.75), nineteen dollars and seventy cents

1742 N.E.

($19.70), nineteen dollars and sixty-five cents, ($19.65), nineteen dollars and sixty cents ($19.60), nineteen dollars and fifty-five cents ($19.55), nineteen dollars and fifty cents ($19.50), nineteen dollars and forty-five cents ($19.45), nineteen dollars and forty cents ($19.40), nineteen dollars and thirty-five cents ($19.35), nineteen dollars and thirty cents ($19.30), nineteen dollars and twenty-five cents ($19.25), nineteen dollars and twenty cents ($19.20), nineteen dollars and fifteen cents ($19.15), nineteen dollars and ten cents ($19.10), nineteen dollars and five cents ($19.05), nineteen dollars ($19.00), eighteen dollars and ninety-five cents ($18.95), eighteen dollars and ninety cents ($18.90), eighteen dollars and eighty-five ($18.85), eighteen dollars and eighty cents ($18.80), eighteen dollars and seventy-five dollars, ($18.75), eighteen dollars and seventy cents ($18.70), eighteen dollars and sixty-five dollars ($18.65), eighteen dollars and sixty cents ($18.60), eighteen dollars and fifty-five dollars ($18.55), thirty-eight dollars and fifty cents ($38.50), thirty-eight dollars and thirty-five cents ($38.35), thirty-eight dollars and twenty cents ($38.20), thirty-eight dollars and five cents ($38.05), thirty-seven dollars and ninety cents ($37.90), thirty-seven dollars and seventy-five ($37.75), thirty-seven dollars and sixty cents ($37.60), thirty-seven dollars and forty-five cents ($37.45), thirty-seven dollars and thirty cents ($37.30), thirty-seven dollars and fifteen cents ($37.15), thirty-seven dollars ($37.00), thirty-six dollars and eighty-five cents ($36.85), thirty-six dollars and seventy cents ($36.70), thirty-six dollars and fifty-five cents ($36.55), thirty-six dollars and forty cents ($36.40), thirty-six dollars and twenty-five cents ($36.25), thirty-six dollars and ten cents ($36.10), thirty-five dollars and ninety-five cents ($35.95), thirty-five dollars and eighty cents ($35.80), thirty-five dollars and sixty-five cents ($35.65), thirty-five dollars and and fifty cents ($35.50), thirty-five dollars and thirty-five cents ($35.35), thirty-five dollars and twenty cents ($35.20), thirty-five dollars and five cents ($35.05), thirty-four dollars and ninety cents ($34.90), thirty-four dollars and seventy-five cents ($34.75), thirty-four dollars and sixty cents ($34.60), thirty-four dollars and forty-five cents ($34.45), thirty-four dollars and thirty cents ($34.30), thirty-four dollars and fifteen cents ($34.15), thirty four dollars, ($34.00), thirty-three dollars and eighty-five cents ($33.85), thirty-three dollars and seventy cents ($33.70), thirty-three and fifty-five cents ($33.55), thirty-three dollars and forty cents ($33.40), thirty-three dollars and twenty-five cents ($33.25), thirty-three dollars and ten cents ($33.10), thirty-two and ninety-five cents ($32.95), thirty-two dollars and eighty cents ($32.80), thirty-two dollars and sixty-five cents ($32.65), thirty-two dollars and fifty cents ($32.50), thirty-two dollars and thirty-five cents ($32.35), thirty-two and twenty cents ($32.20), thirty-two and five cents ($32.05), thirty-one dollars and ninety cents ($31.90), thirty-one dollars and seventy-five cents ($31.75), thirty-one dollars and sixty cents ($31.60), thirty-one dollars and forty-five cents ($31.45), thirty one dollars and thirty cents ($31.30), thirty-one dollars and fifteen cents ($31.15), thirty-one dollars ($31.00), thirty dollars and eighty-five cents ($30.85), thirty dollars and seventy cents ($30.70), thirty dollars and fifty-five cents ($30.55), thirty dollars and forty cents ($30.40), fifty dollars and twenty-five cents ($50.25),

Of the same date, to the same order, and payable, re-

spectively, one each month, for eighty-six consecutive months, from the date of these presents, with the privilege of paying off any or all of said notes, with the interest then due thereon, at any time before said note or notes shall be due, to better secure the payment of all of which notes, as they severally become due, these presents are executed.

Now, therefore, this mortgage witnesseth that in consideration of the premises and of the sum of one dollar, the said Lee Nevitt does grant and convey to the said George H. Cullins, his heirs and assigns, all that lot, tract or parcel of land, situate, lying and being in the Seventh Election District of Saint Mary's County, State of Maryland, and being more particularly described as follows, that is to say:

Beginning for the same at a cedar stake or stob set at the end of the third course in the description of the land conveyed by the said George H. Cullins and wife, to the said Lee Nevitt, by deed recorded in Liber J. M. M. No. 6, folio 105, one of the Land Records of Saint Mary's County, Maryland, thence running in a westerly direction in the same course as said third line in the description in the said deed 713 feet to the State Road, thence in a southerly course 232 feet to the property of R. Miles Palmer, thence with the line of the Palmer property in an easterly direction to a cedar stake or stob mentioned as the starting point in the deed aforesaid, thence in a northerly direction with the line of the lot conveyed to the said Lee Nevitt, by the deed aforesaid, 200 feet to the point of beginning, containing 144,364 square feet of land, more or less, and being a portion of the tract or parcel of land called and known as "Lower Enfields," and being all and the same tract or parcel of land conveyed to Lee Nevitt, the grantor herein, by deed from George H. Cullins and M. Belle Cullins, his wife, to be recorded among the Land Records of Saint Mary's County, Maryland, immediately prior to the recording of these presents.

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 aforesaid George H. Cullins, his heirs and assigns forever.

Provided, that if the said Lee Nevitt his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two thousand dollars, in instalments as above specified, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Lee Nevitt shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Lee Nevitt, for himself, and for his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in

any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said George K. Cullins, his personal representatives or assigns, or John H. T. Briscoe, 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, 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 newspaper printed in Saint Mary's County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty Dollars and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having Equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee 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, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself and for his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed Commission to trustees making sale under orders or decrees of the Circuit Court for Saint Mary's County in Equity, which said expenses, costs and commission the said Mortgagor for himself and for his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or John H. T. Briscoe, his or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of the principal, interest, costs, expenses and commission.

Witness the hand and seal of the said Mortgagor.

Lee Nevett (Seal)

District of Columbia, City of Washington, to wit:

I Hereby Certify, that on this 28th day of June in the year nineteen hundred and twenty-nine before me, a Notary Public of the District of Columbia, in and for the City of Washington, aforesaid, personally appeared Lee Nevitt, the Mortgagor named in the aforegoing Mortgage and acknowledged the foregoing Mortgage to be his act.

Witness my hand and Notarial seal:-

(N. P.)
(Seal)

Wm. F. McElwee,
Notary Public.

State of Maryland, Saint Mary's County, to wit:-

I hereby certify that on this 30th day of June, in the year 1929 before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. G. Briscoe, Agent for the within named mortgagee, and made oath in due form of law that the consideration in the aforegoing mortgage set forth is true and bona fide as therein set forth and that he is the duly authorized agent of the within named mortgagee for the purpose of making this affidavit.

Witness my hand and notarial seal:-

(N. P.)
(Seal)

W. W. B. Wise,
Notary Public.

Recorded for Record July 23rd, 1929, at 10:05 o'clock A. M. same day recorded in Liber J. M. M. No. 3, Folio 187 &c., one of the Mortgage Records of St. Mary's County, Md., and examined per me.

Jas. M. Mattingly,
Clerk.

Cost of Record $4.25.

December 11th, 1934.

Rec. For value received I hereby assign the within mortgage to The First National Bank of St. Mary's, Leonardtown, Maryland a body corporate.

As witness my hand and seal this 11th day of December in the year nineteen hundred and thirty-four.

Witness:
R. B. Braun, Jr.

Geo. H. Collins (Seal)

Received this 17th day of July, 1935 at 3:00 o'clock P. M., for record and same day recorded in Liber J. M. M. No. 3, Folio 189, one of the Mortgage records of St. Mary's County and examined per me.

Jas. M. Mattingly,
Clerk.

Leonardtown, Md.,
July 16th, 1935.

For value received, The First National Bank of St. Mary's at Leonardtown a body corporate, hereby assigns the within and aforegoing mortgage, with notes secured thereby to George H.

1742 N.E.

Cullins. (Corp) The First National Bank of St. Mary's
(Rel) at Leonardtown.
By: Geo. W. Jay,
President.

Attest:
R. Bascom Brown Jr.,
Clerk.

Filed July 17, 1935.

59 Notes.

(These notes mentioned in the Mortgage are filed herein)

Filed July 17, 1935.

Statement of Mortgage Debt.

Lee Nevitt, mortgagor, to George K. Cullins, mortgagee dr.,

To amount of principal secured by and due under mortgage dated June 28, 1928 and herewith filed	$1730.00.
To amount of interest on said mortgage to July 17, 1935	392.57.
	$2122.57

Filed July 17, 1935.

Order of Clerk Prescribing Penalty in Bond.

Whereas, under and by virtue of a mortgage from Lee Nevitt, mortgagor, to George K. Cullins, mortgagee, dated June 28th., 1928, and recorded in Liber J. M. M. No. 3. Folio 187, one of the Land Mortgage Records of St. Mary's County, Maryland the said Attorney was empowered to sell the property therein described and mortgaged; and whereas the said John K. T. Briscoe, Attorney, has expressed his intention of selling said property, the contingency for the sale of same having occurred, and has requested the undersigned, Clerk of the Circuit Court for St. Mary's County, Maryland to prescribe the penalty in the Attorney's bond under and by virtue of the Act of Assembly of Maryland, made and provided in such cases; in conformity therewith, I do therefore hereby prescribe the penalty of said bond shall be $2,000.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland

Filed Aug. 17, 1935.

Bond of Attorney named in Mortgage

Know All Men By These Presents, That we, John K. T. Briscoe, Attorney named in Mortgage, as Principal, and American Bonding Company of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full sum of Two Thousand ($2,000.00) Dollars, to be paid to the said State or its certain Attorney; to which payment, well and

truly to be made 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 Seventeenth day of August, in the year Nineteen Hundred and Thirty-five.

Whereas the above bounden John H. T. Briscoe, by virtue of the power of sale contained in a Mortgage from Lee Nevitt to George H. Collins, dated June 28th, 1929 and recorded in Liber J. M. M. No. 2, folio 187, &c., was given power to sell in case of default, and default having occurred said Attorney named in the Mortgage has caused suit to be docketed entitled "In the matter of the sale of the Mortgaged real estate of Lee Nevitt, Mortgagor, by John H. T. Briscoe, Attorney named in the Mortgage," being No. 1742 New Equity in the Circuit Court for St. Mary's County, Maryland

Now The Condition Of The Above Obligation Is Such that if the above bounden John H. T. Briscoe, Attorney named in the Mortgage aforesaid, do and shall well and faithfully perform the trust reposed in him by said Mortgage or that may be reposed in him by any 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 and Surety.
Alex. F. King.

John H. T. Briscoe, (Seal)
Attorney named in Mortgage

(Bond)
(Seal)

American Bonding Company of Baltimore
By Louis F. Abell
Attorney-in-Fact.

Filed August 17, 1935 at 11:40 o'clock A. M.

Report of Sale of Real Estate, with Certificate of Publication of Notice of Sale.

To the Honorable, the Judges of said Court:

The report of John H. T. Briscoe, attorney named in the mortgage in the above entitled cause 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 mortgage and giving notice of the time, place, manner and terms of sale by advertisements inserted in the St. Mary's Beacon for at least twenty days before the day of sale, he did, pursuant to said notice, attend at the Court House door at Leonardtown, St. Mary's County, Maryland on the seventeenth day of August in the year nineteen hundred and thirty-five, at ten o'clock a. m. and there and there proceed to sell said real estate in the manner following; that is to say:

He offered at public sale to the highest bidder the property mentioned in said mortgage, situated in the seventh Election District of St. Mary's County, Maryland and described as follows:

All that lot, tract or parcel of land situate as aforesaid containing about three and one-half acres of land, more or less and being a portion of the tract or parcel of land called and known as "Lower Enfield's" and being all and the same tract or

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parcel of land conveyed to the said Lee Nevitt by deed from George W. Cullins and M. Belle Cullins, his wife, dated June 17th. 1929 and recorded in Liber J. M. M. No. 6, folio 392, one of the Land Records of St. Mary's County, Maryland, and he sold the above described property to George W Cullins for the sum of Five Hundred and Two Dollars ($502.00), he being at that price the highest bidder therefor. The terms of said sale being cash upon final ratification of sale with a deposit of Two Hundred Dollars ($200.00) to be paid by the purchaser at the time of sale and said attorney reports that purchaser has complied with the terms of sale by making the deposit of Two Hundred Dollars ($200.00) required by the terms of sale and he feels sure that said purchaser will comply with the remaining terms of sale to the satisfaction of said attorney.

Respectfully submitted.

John W. P. Briscoe,
Attorney named in the mortgage.

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 20th day of August in the year nineteen hundred and thirty-five, before me, the subscriber, the Clerk of the Circuit Court for St. Mary's County, Maryland, aforesaid, personally appeared John W. P. Briscoe, attorney named in the mortgage in the above entitled case 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.

Witness my hand:

(Court)
(Seal)

Jos. M. Mattingly,
Clerk.

This is to certify that the appended Notice of Mortgagee's Sale has been published in the Saint Mary's Beacon a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 17th day of August 1935, and that the first publication appeared in the issue of July 26th, 1935.

A. F. King,
Publisher.

John W. P. Briscoe,
Solicitor.

Mortgagee's Sale of Valuable Real Estate in Saint Mary's County, Maryland.

Under and by virtue of the power of sale contained in the Mortgage from Lee Nevitt, mortgagor, to George W. Cullins, mortgagee, dated June 28th, 1929, and recorded among the land records of Saint Mary's County, Maryland in Liber J. M. M. No. 2, Folio 187, the said mortgagor being in default under the terms and conditions of said mortgage by failure to pay principal and

and interest due under said mortgage, the undersigned attorney named in said mortgage, will sell at public auction at the door of the Courthouse in Leonardtown, St. Mary's County, Maryland, at the hour of twelve o'clock noon on Saturday, August 17th, 1935, all the land in said mortgage described, being all that lot, tract or parcel of land situate, lying and being in the Seventh Election District of St. Mary's County, Maryland, containing about 3½ acres, more or less, and being a portion of the tract or parcel of land called and known as "Lower Enfields" and being all and the same ~~tract~~ or parcel of land conveyed to the said Lee Nevitt by deed from George N. Cullins and M. Belle Cullins, his wife, dated June 17th, 1929, and recorded in Liber J. M. M. No. 6, Folio 395, one of the Land Records of St. Mary's County, Maryland.

This is a very desirable property for building sites and residential purposes, being situated on the State Road leading from Milestown to Colton's Point, near St. Patrick's Creek, and convenient to stores, schools, churches, etc.

Terms Of Sale - Cash on final ratification of sale, with a deposit of $200. required of the purchaser on the day and at the time of sale.

Taxes and insurance to be adjusted to date of ratification of sale. Conveyancing at the cost of purchaser.

John H. T. Briscoe,
Attorney named in the mortgage.

Filed Aug. 20, 1935.

Certificate of Auctioneer

I hereby certify that I acted as Auctioneer for the sale of the all that lot, tract or parcel of land, situate, lying and being in the Seventh Election District of St. Mary's County, Maryland, containing about three and one-half acres, more or less, and being a portion of the tract or parcel of land called and known as "Lower Enfields" and being all and the same tract or parcel of land conveyed to the said Lee Nevitt by deed from George N. Cullins and M. Belle Cullins, his wife, dated June 17, 1929, and recorded in Liber J. M. M. No. 6, folio 395, one of the Land Records of St. Mary's County, Maryland, which property was sold by John H. T. Briscoe, Attorney named in the mortgage on Saturday, August 17, 1935, at 12 o'clock M. and which property was sold by said attorney to George N. Cullins for the sum of Five Hundred and Two Dollars ($502.00). I further certify that the said sale was fairly made.

Chas. P. Abell
Auctioneer.

Filed Aug. 20, 1935.

Order Nisi On Sale Of Real Estate.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity this 20th day of August in the year nineteen hundred and thirty-five that the report of sale of the real estate situated in the Seventh Election

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District of St. Mary's County, Maryland reported by John N. T. Briscoe, attorney named in the mortgage in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the third Monday in September, nineteen hundred and thirty-five, provided a copy of this notice be printed and published in a newspaper published in St. Mary's County, Maryland once in each of four successive weeks prior to the said third Monday in September, nineteen hundred and thirty-five.

The report of sale shows that said real estate sold for Five Hundred and Two Dollars ($502.00).

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Aug. 20, 1935.

Certificate of Publication of Order Nisi on Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi #1742 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 4th Monday in Sept., 1935 and that the first publication appeared in the issue of August 23, 1935.

A. F. King,
Publisher.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 19th day of August in the year nineteen hundred and thirty-five, that the report of sale of the real estate situated in the Seventh Election District of St. Mary's County, Maryland reported by J. N. T. Briscoe, attorney named in the above mortgage, entitled case, be ratified and confirmed unless cause to the contrary be shown on or before the third Monday in September, nineteen hundred and thirty-five, provided a copy of this ~~order~~ notice be printed and published in a newspaper published in St. Mary's County, Maryland once in each of four successive weeks prior to the said third Monday in September, nineteen hundred and thirty-five.

The report of sale shows that said real estate sold for Five Hundred and Two Dollars ($502.00)

True Copy - Test:
Jos. M. Mattingly
Clerk.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Oct. 1, 1935.

Order of Final Ratification of Sale and Reference to Auditor

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this first day of October, in the year 1935, that the sale of the real estate made and reported by John H. T. Briscoe, Attorney named in the mortgage, in the above entitled case, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although due notice has been given, as shown by the certificate of the publication of the Order Nisi, heretofore filed in this case. And the papers in this case are hereby referred to the Auditor of this Court, in order that he may state an account between the said Attorney named in the mortgage and those interested therein.

Wm. Merrell Baker,
Judge.

Filed Oct. 1, 1935.

Tax Bills
Yrs. 1933-4-5

No. 273.
Mr. Lee Nevitt — Seventh District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1933 — Due September 1, 1933.

To County Tax on $650 rate 94c on $100.	$ 6.11
To State Tax on $ " rate 25c on $100.	1.63
To 5 per cent commission on State Tax	.09
To interest on County Tax from Sept. 1, 1933.	.87
To interest on State Tax from Sept. 1, 1933.	.22
	.50
	$ 9.42

No. 166
Mr. Lee Nevitt — Seventh District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934 — Due September 1, 1934

To County Tax on $650 rate 92c on $100.	$ 5.98
To State Tax on $ " rate 22c on $100.	1.42
To 5 per cent commission on State Tax	.08
To interest on County Tax from Sept. 1, 1934	.45
To interest on State Tax from Sept. 1, 1934	.13
	$ 8.06

No. 143
Mr. Lee Nevitt — Seventh District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 — Due September 1, 1935

To County Tax on $650 rate $1.00 on $100	$ 6.50

To State Tax on $650 rate 22c on $100.	$ 1.43
To 5 per cent commission on State Tax	.08
To interest on County Tax from Sept. 1, 1932	.10
To interest on State Tax from Sept. 1, 1932	.02
	$8.13

Filed Oct. 23, 1932.

Auditor's Report.

In account with John H. T. Briscoe, Attorney named in Mortgage

By amount from sale of real estate per report		$502.00	
To Amount due Jas. W. Mattingly, Clk, his fee			$ 17.50 J. M. M.
" " "	John H. T. Briscoe, Attorney, his fee		20.00
" " "	John H. T. Briscoe, Attorney, his Commis.		30.12
" " "	St. Mary's Beacon, Advertising		42.94
" " "	Amer. Bonding Co. of Balto. Prem. on Bond.		10.00
" " "	Charles P. Abell, Auctioneer, his fee		5.00
" " "	Aloysius J. King, Auditor, his fee		9.00
" "	for taxes, etc.		354.44
		$502.00	$502.00

By amount for taxes, etc., as supra		$354.44	
To amount due Jos. B. Drury, Co. Treas. Taxes	1933		$ 9.43
" " " do do	" 1934		8.06
" " " Harrison Hobbs, do	" 1935		8.13
" " distributable			328.82
		$354.44	$354.44

By amount distributable, as supra		$328.82	
To amount to George W. Cullins, to apply on Mortgage Principal and Interest of $2,132.22.			$328.82
		$328.82	$328.82

To the Honorable, the Judges of said Court:

Your Orator reports to the Court, that he has examined the proceedings and papers in the above entitled cause, and from them has stated the within account, first, charging the Attorney with the proceeds from sale per his report, and after allowing him his commissions, the costs and expenses of suit and taxes due and partly in arrears, the balance is distributed to George W. Cullins, Mortgagee, said balance being $328.82.

All of which is respectfully submitted,

October 30th, 1933. Aloy. J. King

Filed October 31, 1933.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Sc

Equity, this thirty-first day of October in the year nineteen hundred and thirty-five, that the report of the Auditor made, stated and filed in the above entitled case be finally ratified and confirmed unless cause to the contrary be shown on or before the fourth Monday of November, 1935; provided a copy of this order be printed and published in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks prior to said fourth Monday in November, 1935.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Oct. 31, 1935.

1757 N. E.

Order to docket suit, file statement of mortgage debt, mortgage and note and fix penalty of bond.

In the matter of the sale of the Mortgaged real estate of J. Wilson Burroughs, Mortgagor, By John W. T. Briscoe, Attorney Assignee of said Mortgage	In the Circuit Court for St. Mary's County, Maryland. In Equity No. 1757 N. E.

Jas. M Mattingly, Clerk of the Circuit Court for St. Mary's County, Maryland.

Mr. Clerk:

Please docket the above case, file above mentioned mortgage and note and fix penalty in the bond to be given by the above named attorney assignee of said mortgage before the sale of the said property.

John W. T. Briscoe,
Solicitor for Plaintiff.

Filed Dec. 4, 1935.

Mortgage

This Mortgage, Made this 9th day of February, in the year nineteen hundred and twenty 8 by J. Wilson Burroughs, unmarried of St. Mary's County, Maryland, of the first part and The Eastern Shore Trust Company, a body corporate, of the second part.

Witnesseth:

Whereas the said J. Wilson Burroughs, is indebted unto the Eastern Shore Trust Company a body corporate, in the full and just sum of One Thousand Dollars, and have given therefor to the said The Eastern Shore Trust Company a body corporate, his single bill for the principal sum of One Thousand Dollars of even date herewith, drawn to its order and payable two years after date and also his four single bills for semi annual interest thereon, each for the sum of Thirty Dollars, of the same date and drawn to the same order and payable in Six, Twelve, Eighteen and Twenty Four Months, to further secure the payment of all of which several single bills as they become due these presents are executed.

Now therefore, this Mortgage witnesseth that, in consideration of the premises and of the sum of One Dollar, the said J. Wilson Burroughs, do hereby grant and convey unto the said The Eastern Shore Trust Company, a body Corporate, its successors and assigns all those tracts or parcels of land, situated, lying and being in the 6th Election District of St. Mary's County, Maryland commonly called and known by the name of "The Glebe," containing ~~Ninety-Eight~~ Ninety-Five acres, more or less and "Lot Purchased from Thomas Payne" and containing twenty acres more or less. The said two tracts of land being the same which the late Joseph F.

Knott, died, seized and possessed and which was conveyed by Robert C. Combs, to Richard T. Turner and Jessie Turner, by deed, dated May 10th 1907 and duly recorded in Liber E. B. 9. # 6, folio 349, one of the land records of St. Mary's County, Maryland: and also being the same land conveyed by Richard T. Turner and Jesse Turner, by deed dated the 15th day of August 1919 and duly recorded in Liber E. B. 9. # 18 Folio 247, one of the land records of St. Mary's County, Maryland, to J. Wilson Burroughs.

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

To Have And To Hold the aforesaid parcel of ground or premises unto and to the proper use and benefit of The Eastern Shore Trust Company a body corporate, Its successors and assigns forever.

Provided, that if the said J. Wilson Burroughs, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand Dollars and all interest thereon, accrued, when and as the same may be due and payable, and shall perform all the covenants therein 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 J. Wilson Burroughs, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said J. Wilson Burroughs, for himself, his heirs, personal representatives, and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said The Eastern Shore Trust Company, a body corporate, its successors, personal representatives or assigns, or Joseph H. Chew, 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 be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in St. Mary's county, and such other notice as by the said Mortgagee its personal representatives or assigns, may be deemed expedient: and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses

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incident to such sale, including a fee of Thirty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sales 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, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all Court costs and all expenses ~~all expenses incident to said~~ incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to One-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commissions the said Mortgagor for his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its personal representatives or assigns, or Joseph K. Chisy its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said J. Wilson Burroughs, for himself, his personal representatives and assigns does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred Dollars, and to cause the policy to be effected therefor, to be so framed or endorsed as in case of fire, to inure to the benefit of the said Mortgagee, its personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test:
Kenneth B. Hluke

J. Wilson Burroughs (Seal)

State of Maryland, St Mary's County, To Wit:-

I Hereby Certify, that on this 9th day of February, in the year nineteen hundred and Nineteen, before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared J. Wilson Burroughs, the Mortgagor named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be his act At the same time also appeared Stephen M. Jones, agent for the within named Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the agent of The Eastern Shore Trust Company, a body corporate, Mortgagee and authorized to make this Affidavit.

Kenneth B. Burke,
Justice of the Peace.

Received for record Feb. 9, 1920, at 2" o'clock P. M. same day recorded in Liber E. B. A. No. 19 folio 14" etc., one of the Land Records of

examined per
Enoch B. Abell
Clerk.

Cost of Record $2.75 Paid.

Leonardtown, Md.,
Oct. 8th, 1929.

For value received, The Eastern Shore Trust Company, a body corporate, hereby assigns the above and aforegoing mortgage, with notes secured thereby, to Jesse Turner, without recourse.

Witness the signature of Charles V. Hayden, one of the Vice-Presidents thereof, and the corporate seal of said body corporate, attested by Stephen M. Jones, Cashier thereof.

Attest:
Stephen M. Jones,
Cashier.

(Corp.)
(Seal)

The Eastern Shore Trust Company
By Chas. V. Hayden,
Vice President.

Received this 8 day of Oct. 1929 at 2 o'clock P. M. for record, and same day recorded in Liber in Liber E. B. A. No. 19, folio 16, one of the Mortgage records of St. Mary's County, and examined per me.

Jos. M. Mattingly
Clerk.

Rec'd. $0.40 Paid.

Leonardtown, Md.,
Dec. 2d, 1932.

For value received, I hereby assign the within and aforegoing mortgage to John H. T. Briscoe, Attorney, with notes secured thereby, for the purpose of foreclosure

Witness my hand and seal.—

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L. Herbert Wise (Real)
Executor under the last
will and testament of
Jesse Turner, deceased.

Received this 4th day of December, 1935 at 10:00 o'clock A.M. for record and same day recorded in Liber E.B.A. No. 19, Folio 16, one of the Mortgage records of St. Mary's County and examined per me.

Jos. M. Mattingly,
Clerk

Recd. $0.40.

Filed Dec. 4, 1935.

Statement of Mortgage Debt.

To amount of principal secured by and due under the mortgage in the above entitled case. $1000.00

To amount of interest to December 3, 1935. $70.00

Filed Dec. 4, 1935.

Order of Clerk prescribing penalty in Bond.

Whereas under and by virtue of a mortgage from J. Wilson Burroughs, mortgagor, dated February 9th, 19th, 1920 and recorded in Liber E.B.A. No. 19 Folio 14, one of the Land Records of St. Mary's County, Maryland, and assigned to John H.T. Briscoe, Attorney, for the purpose of foreclosure said Attorney, Assignee was empowered to sell the property therein described and mortgaged, and whereas the said John H.T. Briscoe, Attorney, assignee, has expressed his intention of selling said property, the contingency for the sale of sale having occurred, and has requested the undersigned, the Clerk of the Circuit Court for St. Mary's County, Maryland, to prescribe the penalty in the Attorney's assignee's bond under and by virtue of the Act of Assembly of Maryland, made and prescribed in such cases; in conformity thereunto, I do therefore hereby prescribe the penalty of said bond shall be Four thousand Dollars.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Dec. 28, 1935.

Bond of Attorney Assignee

Know All Men By These Presents, That we, John H.T. Briscoe, Attorney Assignee as Principal, and American Bonding Company of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of

Maryland, in the full sum of Four Thousand ($4,000.00) Dollars, to be paid to the said State or to certain Attorney; to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this Twenty-eighth day of December in the year Nineteen Hundred and Thirty-five.

Whereas, the above bounden John W. T. Briscoe, Attorney-Assignee, by virtue of a power of sale contained in a Mortgage from J. Wilson Burroughs to Eastern Shore Truck Company, dated the 9th day of February, 1920, recorded among the Land Records of St. Mary's County, Maryland in Liber E. B. A. No. 19, Folio 14, and assigned to the said John W. T. Briscoe for the purpose of foreclosure, was given power to sell the property mentioned in said Mortgage in case of default, and default having occured, said Attorney-Assignee has caused suit to be docketed entitled "In the matter of the sale of the mortgaged property of J. Wilson Burroughs Mortgagor, by John W. T. Briscoe, Attorney-Assignee," being No. 1727 Misc. Equity in the Circuit Court for St. Mary's County, Md., now pending in said Court.

Now The Condition of the Above Obligation is Such that if the above bounden John W. T. Briscoe, Attorney-Assignee, do and shall well and faithfully perform the trust reposed in him by said Mortgage and that may be reposed in him by and 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 and surety
Maurice P. Thrift. (Corp.) (Seal)

John W. T. Briscoe, (Seal)
Attorney-Assignee.
American Bonding Company of Baltimore
By Lewis H. Abell
Attorney-in-Fact.

Within Bond, and surety hereby approved this 28th day of December, 1935, at 11:16 A. M.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 62.

Filed Dec. 28, 1935.

Report of Sale of Real Estate with Certificate of Publication of Notice of Sale.

(John W. T. Briscoe, Attorney).

Assignee's Sale of Valuable Real Estate in Saint Mary's

1757 N.E.

County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from J. Wilson Burroughs to Eastern Shore Trust Company, a body corporated mortgagee, dated February th, 1929, and recorded in Liber E. B. A. No. 19, Folio 14, one of the Land Mortgage Records of St. Mary's County, Maryland and assigned by said Eastern Shore Trust Company to Jesse Turner by assignment dated October 8th, 1929, and recorded in Liber E. B. A. No. 9, Folio 16, and assigned by Herbert Wise, Executor of the last will and testament of the said Jesse Turner, deceased, to John H. T. Briscoe, Attorney, for the purpose of foreclosure by assignment dated December 2nd, 1932, and recorded in Liber E. B. A. No. 19, Folio 16, the undersigned assignee of said mortgage, will sell at public auction at the door of the Courthouse in Leonardtown, St. Mary's County, Maryland, at the hour of 12 o'clock M. on Saturday, December 28, 1935, all the land in said mortgage described, being all those tracts or parcels of land situate, lying and being in the Sixth Election District of St. Mary's County, Maryland, commonly called and known by the name of "The Glebe," containing 95 acres, more or less, and "Lot Purchased from Thomas Payne", and containing 20 acres, more or less, being same land conveyed by Richard T. Turner and Jesse Turner, by deed dated August 15th, 1919, and duly recorded in Liber E. B. A. No. 18, Folio 247, one of the Land Records of St. Mary's County, Maryland, to the said J. Wilson Burroughs.

This is a very desirable farm, being conveniently situated near Drayden and the soil is well suited to the growth of the staple crops, and is an especially good tobacco farm. It is improved by dwelling, barns and other necessary outbuildings.

Terms of Sale: Cash at the time of the final ratification of Sale, with a deposit of three hundred dollars required of the purchaser on the day and at the time of Sale.

Conveyancing, revenue stamps, etc., at the cost of purchaser or purchasers.

John H. T. Briscoe,
Attorney-Assignee of said
Mortgage

In the Circuit Court for St. Mary's County Maryland.
in Equity No. 1757 N. E.

This is to certify that the appended Notice of Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for 20 days, prior to the 28th day of December, 1935, and that the first publication appeared in the issue of December 6th 1935.

A. F. King
King
Publisher

To the Honorable the Judges of said Court:—

The report of John W. T. Briscoe, Attorney, assignee of the mortgage in the above entitled cause 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 mortgage and giving notice of the time, place, manner and terms of sale by advertisements inserted in the St. Mary's Beacon for at least twenty days prior to the day of sale, as shown by the certificate of the publication of notice of said sale, herewith filed, as part hereof, he did, pursuant to said notice, attend at the Courthouse door at Leonardtown, St. Mary's County, Maryland, on the 28th day of December, in the year 1935, at 12 o'clock M., and then and there proceeded to sell said property in the manner following that is to say:—

Said Attorney assignee offered at public sale to the highest bidder the property conveyed by said mortgage, situated in the Fifth Election District of St. Mary's County, Maryland, and described as follows:—

Being all those tracts or parcels of land situate as aforesaid, commonly called and known by the name of The Glebe, containing ninety-five acres, more or less, and Lot Purchased from Thomas Payne, and containing 20 acres, more or less, and being the same land conveyed to the said J. Wilson Burroughs by deed from Richard T. Turner and Jesse Turner, dated August 12th., 1919, and duly recorded in Liber E. B. A. No. 18, Folio 247 one of the Land Records of St. Mary's County, Maryland, and your said Attorney assignee sold the above described property to L. Herbert Rice, Executor of the Last Will and Testament of Jesse Turner, deceased for the sum of twenty-five hundred dollars, he being at that sum the highest bidder therefor, the terms of said sale being cash at the time of the final ratification of sale, with a deposit of three hundred dollars on the day and at the time of sale. And your attorney assignee further reports that said purchaser has made the cash deposit required.

Respectfully submitted.

John W. T. Briscoe
Attorney, assignee.

State of Maryland, Saint Mary's County, to wit:—

I hereby certify that on this 28th day of December, in the year 1935, before me the subscriber,

1757 M. E.

the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared John K. T. Briscoe, Attorney and assignee in the above entitled case, 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.

Witness my hand:-

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County
Maryland

Filed Dec. 30, 1935.

Certificate of Auctioneer

This is to certify that I acted as auctioneer for the sale of the real estate situate in the Sixth Election District of St. Mary's County, Maryland, commonly called and known as "The Glebe", containing 95 acres, more or less, and "Lot purchased from Thomas Payne," containing 20 acres, more or less, being land sold on December 28th, 1935, at public auction at the Courthouse door at Leonardtown, St. Mary's County, Maryland, by John K. T. Briscoe, Attorney and assignee of said mortgage, and sold same for the sum of twenty-five hundred dollars to L. Herbert Wise, Executor of the last will and testament of Jesse Turner, deceased, he being for that sum the highest bidder therefor. I further certify that said sale was fairly made to the best of my knowledge and belief.

Chas. P. Abell
Auctioneer.

Filed Dec. 30, 1935.

Order Nisi On Sale of Real Estate

Ordered by the Circuit Court for St. Mary's County, Maryland, this 30th. day of December, in the year 1935, that the report of sale of real estate made by John K. T. Briscoe, Attorney and assignee in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the fourth Monday in January, 1936, provided a copy of this order be printed and published in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks prior to said fourth Monday in January, 1936.

The report of sale shows that said real estate sold for $2500.00.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Dec. 30, 1935.

Bill
St. Mary's Beacon

J. H. T. Briscoe
Atty.

1935
Dec. 6 Ad. Assignee Sale Real Estate
Case
Eastern Shore Trust Co.
vs.
Wilson Burroughs
4 T.
Nisi
Nisi

	$25.62
	7.50
	7.50
	$50.62

Filed Dec. 30, 1935

Tax Bills
Yrs. 1933, 1934, 1935

No. 346
Mr. J. Wilson Burroughs Fourth District.
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1933. Due September 1, 1933.

To County Tax on $3922 rate 67c on $100.	$26.87
To State Tax on $ " rate 25c on $100.	9.81
To 5 per cent Commission on State Tax	.49
To interest on County Tax from Sept. 1, 1933	5.23
To interest on State Tax from Sept. 1, 1933	1.47
	.50
Paid Feb. 26, 1936	$34.67
	3.60
	$38.27

Received Payment.
Jos. B. Drury,
County Treasurer,
St. Mary's County.

No. 224
Mr. J. Wilson Burroughs Sixth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934. Due September 1, 1934.

To County Tax on $3922 rate 92c on $100.	$36.09
To State Tax on $ " rate 22c on $100.	8.62
To 5 per cent Commission on State Tax	.44
To interest on County Tax from Sept. 1, 1934	3.24
To interest on State Tax from Sept. 1, 1934	.78

17577 E.

Paid Feb. 26, 1936 $49.18

Received Payment.

Jas. B. Drury
County Treasurer,
St. Mary's County.

No. 142
Mr. J. Wilson Burroughs Sixth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1922. Due September 1, 1922.

To County Tax on $3922 rate $1.00 on $100.	$39.22
To State Tax on $ " rate 22c on $100.	8.62
To 5 per cent commission on State Tax	.44
To interest on County Tax from Sept. 1, 1922	1.18
To interest on State Tax from Sept. 1, 1922	.26
Paid Feb. 26, 1936	$49.72

Received Payment,

Harrison Hobbs,
County Treasurer,
St. Mary's County.

Filed Jany. 4, 1936.

Certificate of Publication of Order Nisi in Sale

In the Circuit Court for St. Mary's County Maryland.

This is to certify that the appended Notice-Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the fourth Monday of January 1936 and that the first publication appeared in the issue of Dec. 21st, 1922.

A. F. King
Publisher.

(Appended Order Nisi same as recorded on page 176)
Filed Feby 1, 1936.

Order of Final Ratification of Sale and Reference to Auditor.

Ordered by the Circuit Court for St. Mary's County Maryland this 1st day of February, in the year 1936, that the report of sale of real estate made by John N. T. Briscoe, Attorney and Designee in the above entitled case, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given, as shown by Certificate of Publication of order nisi thereof, heretofore filed in this case, and the papers in this case are hereby referred to the Auditor of this Court in order that he may state an account therein.

Wm. Merrell Lake,
Judge.

Filed Feby. 1, 1936.

Short Copy of Judgment

In the Circuit Court for
Pt. Marie County,
Jos. M. Mattingly,
Clerk.

No. 13 Docket Vol. Appx.
Term September, 1929 Page 12

Jessie Turner,
Plaintiff
Vs.
J. Wilson Burroughs,
Grace Burroughs,
Defendants.

Plaintiff's Costs $8.05
Defendant's Costs
October 8, 1929.
Judgment in favor of Plaintiff for $2,808.96 with interest from October 5, 1929 and costs; with rights of exemption waived and 10 per cent Attorney's fees for collection.

Received payment of $3.05
Clerk's Costs 11-4-29
Wm. L. Fenwick, Deputy

True Copy Test:
(Court) (Seal)
Jos. M. Mattingly
Clerk.

Paid by
John W. P. Briscoe, Atty.

Filed Feby. 1, 1936.

Bill
Co. Md. R. E. & Ins. Agency
Premium on Bond

Leonardtown, Md.,
Jany. 31, 1936.

Mr. John W. P. Briscoe, Attorney-Assignee.
(J. Wilson Burroughs 175-7 N. E.)
1935
Dec. 28 To Premium on Bond 16.00

Filed Feby. 3, 1936.

Auditor's Report.

On account with John W. P. Briscoe, Attorney-Assignee.
By amount of proceeds from sale per his report $2500.00

To amt. fd pe Jos. M. Mattingly Clerk, his fee $ 16.70
" " " John W. P. Briscoe, Attorney, his fee 30.00
" " " John W. P. Briscoe, Atty-Assignee, Commis. 125.00
" " " Charles P. Abell, Auctioneer, his fee 5.00

1757 N. E.

To amt. Ndue	St. Marys Beacon, Advertising	$ 20.62	
" " "	So. Md. R.E. & Ins. Agency, Prem. on Bond	16.00	
" " "	Alaysius F. King, Auditor, his fee	9.00	
" " "	Jos. B. Drury, Co. Treas., Taxes 1933-34	107.45	
" " "	Harrison Hobbs, Co. Treas., Taxes 1935	49.73	
"	Balance distributable to Mortgage and Judgment:	2,062.70	
		$2500.00	$2,500.00

By amount distributable, ut supra	$2,062.70	
To Amt. due Est. of Jesse Turner, Mortgage & Int. to date of sale.		$1,374.16
" " " Est. of Jesse Turner, in part payment of Judgment by $2,808.96.		691.54
	$2,062.70	$2,062.70

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the proceedings in the above entitled cause, and from them has stated the within account, first charging the Attorney-Assignee with the proceeds from sale, and, after crediting him with his commissions, the costs and expenses of suit and allowing for taxes due and in arrears, the net balance is distributed to the Estate of Jesse Turner, first in payment of the mortgage principal and interest in full to date of sale, and secondly on a partial payment on this Judgment in the amount of $2,808.96.

All of which is respectfully submitted.

Alay. F. King,
Auditor.

February 4th, 1936.
Filed February 5, 1936.

Order Nisi on Auditor's Report.

In the matter of the sale of the mortgaged premises of J. Wilson Burroughs, Mortgagor, by John A. T. Briscoe, Attorney, Assignee.	In the Circuit Court for St. Mary's County, Maryland. In Equity No. 1757 N. E.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity this 13th day of February in the year nineteen hundred and thirty-six that the report of the Auditor, made, stated and filed in the above entitled case be finally ratified and confirmed unless

cause to the contrary thereof be shown on or before the second Monday in March, 1936, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before said second Monday in March, 1936.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Filed February 12, 1936

1765 N.E.

Mary A. Rock, next friend of William Rock, infant. Plaintiff	In the Circuit Court for St. Mary's County. In Equity No. 1765 N. E.
Vs. William Rock, infant Defendant	

Bill of complaint for confirmation of sale of interest of said infant in real estate and one exhibit.

To the Honorable, the Judges of said Court.

Your Oratrix, Mother and next friend to William Rock, infant, complaining says:

First: That one William J. Rock, deceased, departed this life intestate on the 18th March, 1930, seized and possessed of a forty six and one-half acre track of land situate, lying and being in the Second Election District of St. Mary's County, State of Maryland, called and known as "Part Herring Creek", which land the said William J. Rock deceased, acquired from William L. Biscoe and Mary B. Biscoe his wife, by deed dated October 25, 1926 and recorded among the land records of St. Mary's County, in Liber J. M. M. 4, Folio 354, a certified copy of which deed is filed herewith and made a part hereof and marked "Plaintiff's Exhibit 1".

Second: That the said William J. Rock left surviving him his widow, the said Mary G. Rock, a daughter Ruby Rock Bailey, a daughter Frances Rock Chesser, a daughter Violet Rock Beeves, a son Calvin Rock, since deceased, and a son William Rock, the infant defendant in this case.

Third: That your Oratrix, Mary A. Rock, the mother of the infant defendant, acting as the next friend of the said infant defendant and acting for his best interest and advantage as well as for the advantage of all the heirs of the late William J. Rock, deceased, has negotiated a sale for the entire tract of land described above including the interest of the said infant defendant in the above described property to one T. E. Thomas of Baltimore County, State of Maryland at and for the sum of $5000.00 which your Oratrix alleges is an advantageous sale of the said tract and is also advantageous to the said infant defendant and is to the best interest and advantage of said infant to consummate and that the sale will be consummated upon the confirmation and approval by your Honorable Court.

To the end, therefore, that the said William Rock, infant, residing in St. Mary's County, State of Maryland may answer the premises and that the sale of the aforesaid real estate negotiated to be sold by your Oratrix as aforesaid, may be approved and confirmed by Your Honorable Court, and a Trustee may be appointed to consummate said sale and convey the said interest

of the said infant in and to the said property to the said B. E. Homes of Baltimore County, State of Maryland, in fee simple, and that your Oratrix may have such other relief as her case may require.

May it please your Honors to grant unto your Oratrix the writ of subpoena directed to the said William Rock, infant, commanding him to appear in this Court on some day to be named therein, to answer the premises and to abide by and perform such order as decree as may be passed therein.

And as in duty bound, etc.

Robert E. Wigginton,
Solicitor for the Complainants.

Filed Janu. 31, 1936.

Plaintiff's Exhibit "A"

This Deed, Made this 28th day of October in the year nineteen hundred and ~~thirty~~ twenty six, by William L. Briscoe and Mary P. Briscoe, his wife, of Saint Mary's County, State of Maryland.

Witnesseth - That in consideration of the sum of Ten Dollars and other good and valuable considerations, the said William L. Briscoe and Mary P. Briscoe, his wife, do grant and convey unto William J. Rock, of Saint Mary's County, his heirs and assigns, in fee-simple, all that tract or parcel of land called and known as "Park Herring Creek", situate, lying and being in the Second Election District of Saint Mary's County, State of Maryland, containing forty-seven and one-half acres more or less, and being the same and all the land conveyed by deed dated November 17th, 1915 from Annie Bull and James H. Bull, her husband, to Mary B. McKay, recorded among the Land Records of said Saint Mary's County in Liber E. B. A. No. 13, folio 472 et seq., and being also the same land mentioned and described in a deed from Charles H. Guyther and wife to Henry H. Adams recorded in Liber E. B. A. No. 2, folio 170 and being further the same land conveyed by the said Mary B. McKay and R. Embrake McKay her husband to the said William L. Briscoe, one of the grantors herein, recorded in Liber E. B. A. No. 17, folio 245, one of the Land Records of said County.

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

To Have and to hold said land and premises above described and conveyed unto and to the proper use and benefit of the said William J. Rock,

1765 N. E.

his heirs and assigns, in fee simple. And the said William L. Briscoe, and Mary P. Briscoe, his wife, do hereby Covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Witness:
Herman H. Hewitt.

William L. Briscoe (Seal)
Mary P. Briscoe (Seal)

State of Maryland, Saint Mary's County, to wit:

I hereby certify that on the 28th day of October, in the year nineteen hundred and twenty-six before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Saint Mary's County personally appeared William L. Briscoe and Mary P. Briscoe his wife, and did each acknowledge the aforegoing deed to be their respective act.

Witness my hand.

Herman H. Hewitt,
Justice of the Peace.

Received this 29th day of October, 1926 at 10:30 A.M. o'clock for record and same day recorded and examined per me.

Jas. M. Mattingly,
Clerk.

Recdg. $1.75 Paid. Mdl. to W J R 12-12-26.

(Court)
(Seal)

True Copy - Test:
Jas. M. Mattingly
Clerk.

Filed Jany. 31, 1936.

Authorization to use name of Mary A. Rock as next friend to William Rock infant.

To the Honorable, the Judges of said Court.

I hereby authorize Robert E. Higginton, Solicitor for the Complainants, to use my name as next friend in the above entitled case.

Mary A. Rock.

Filed Jany. 31, 1936.

Subpoena to answer Bill of Complaint.

St. Mary's County, to-wit:

The State of Maryland to William Rock, infant of St. Mary's County Greeting:

We command and enjoin you, that all excuses aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the first Monday of February, 1936 to answer the Bill of Complaint of Mary A. Rock, next friend of Wm. Rock, infant for

confirmation of private sale of real estate against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 31st day of January, 1936.

(Court) (Seal)

Jos. M. Mattingly, Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required.

The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned the within William Rock, infant, by reading same to him and copy left with him; copy also left with Mary A. Rock, mother of said infant this First day of February, 1936.

J. Bernard Long, Sheriff.

Filed Feby. 1, 1936.

Petition for appointment of guardian ad litem for infant defendant and order of Court.

To the Honorable, the Judges of said Court.

The petition of Mary A. Rock, next friend of William Rock, infant, plaintiffs in the above entitled case, respectfully shows:

First: That William Rock, infant defendant in the above entitled case, has been returned summoned but being and infant under twenty-one years of age, he cannot answer and defend the suit for himself.

Your petitioner therefore prays your Honors to appoint a guardian ad litem, to appear and answer for the said William Rock, infant defendant in the above entitled case.

And as in duty bound, etc.

Robert E. Wigginton,
Solicitor for the Complainants

Ordered this 4th day of February in the year 1936, by the Circuit Court for St. Mary's County, State of Maryland, in Equity, upon the foregoing petition, that William D. Emrick be and is hereby appointed guardian ad litem, to appear and answer for William Rock, infant under the age of twenty-one years, defendant in the above entitled case.

Wm. Meverell Loker,
Judge

176 E. N. S.

Filed February 3, 1936
Refiled February 4, 1936.

Answer of the Guardian Ad Litem of William Rock, infant.

To the Honorable, the Judges of said Court.

The answer of William Rock, infant, by William G. Fenwick, guardian ad litem, duly appointed by order of this Court, to Bill of Complaint of Mary A. Rock, next friend of William Rock, infant, plaintiffs in this cause exhibited.

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

And as in duty bound etc.

Wm. G. Fenwick,
Guardian Ad Litem.

Filed February 4, 1936.

Petition to take testimony before the standing examiner of this Court. And Order granting leave to take testimony.

To the Honorable, the Judges of said Court.

Whereas the plaintiffs in the above entitled case desires to take testimony in support of the allegations contained in the Bill of Complaint heretofore filed and whereas the guardian ad litem has filed an answer on behalf of said infant defendant

The plaintiffs therefore prays that leave be granted to take testimony in support of the allegations contained in said Bill of Complaint before the standing examiner of this Court.

And as in duty bound, etc.

Robert E. Higginton,
Solicitor for the plaintiffs.

Upon the aforegoing petition it is ordered this 4th day of February, 1936, that leave be and it is hereby granted to take depositions before the standing examiner of this Court in support of the allegations of the bill.

Wm. Merrell Laker,
Judge.

Filed February 4, 1936.

Examiner's return of testimony

To the Honorable, Judges of the said Court:

The above cause being at issue and notice having been given me by the Solicitor of the Complainant of a desire to take testimony in the same (leave of

Court having been first obtained) I, C. Henry Carnalier, one of the standing Examiners of the Circuit Court for St. Mary's County, Maryland, in equity, duly appointed, qualified and sworn, met on the 4th day of February, 1936, at the office of Robert E. Wigginton, an Attorney in Leonardtown, St. Mary's County, Maryland, and assigned the 5th day of February, 1936, at 10 o'clock A. M. as the day and time and the Office of Robert E. Wigginton, Attorney, in Leonardtown, St. Mary's County Maryland, as the place for the examination of witnesses in the same cause. At which last mentioned day, time and place I attended, having given previous notice of such meeting, and in the presence of Robert E. Wigginton, Attorney for the Complainant, to take the following questions and answers thereto;

(No appearance being entered for the Defendants)

W. Gilbert Hent, a witness of lawful age, who being produced and by me duly sworn, testifies as follows to interrogatories propounded.

State your name. Age. Residence and occupation?

W. Gilbert Hent 50 years of age. Oakley, St. Mary's County, Maryland. Real Estate Broker, and Appraiser.

Are you familiar with the property in these proceedings mentioned?

Yes.

Describe its situation and value?

It is situated in the Second Election District of St. Mary's County Maryland, near Tall Timbers Post Office, and contains about 46 acres of land, more or less. I consider Five Thousand Dollars an exceptionally good price for this property.

What does the improvements consist of?

The improvements consist of a two story six room dwelling house in fair state of repair, with no conveniences with the exception of Electricity. Two small barns, one in fair condition and the other in need of repair, and an old corn crib.

Do you consider it to the advantage and interest of the infants to sell this property at and for the sum of Five Thousand Dollars?

I do. For the reason that the property is non-productive, having been idle and uncultivated for the last four years. This property is encumbered and of course it requires money to pay interest, taxes and etc.

No answer to the general interrogatory propounded by the Examiner to the witness hereunto. "That is all".

Gilbert Hent.

Test:

C. Henry Carnalier.

John R. Henry, a witness of lawful age, who being produced and by me duly sworn testified as follows to interrogatories

1765 N.E.

propounded.
State your name. Age. Residence and Occupation?
John R. Drury. 43 years of age. Leonardtown, St. Mary's County, Maryland. Real Estate and Insurance Broker.
Are you familar with the property, the subject of these proceedings?
Yes Sir.
Describe its situation and value?
This property is located on the State Road leading from Valley Lee to Piney Point, and near Tall Timbers Postoffice, in the Second Election District of St. Mary's County, Maryland. I would judge that this property contains about 45 acres of land, more or less. In my opinion Five Thousand Dollars is a very good price, in fact, I think that this is all that it is worth.
What does the improvements consist of?
It has a two-story six room dwelling house, in fair condition. Two small barns one of which is in bad repair, and other small out buildings. The dwelling has no modern improvements with the exception of electric light.
Do you consider it to the advantage and interest of the minor, to sell this property at public sale for the sum of Five Thousand Dollars.
Yes, because this property has not be under cultivation for a number of years and has not been producing any revenue. And of course there are taxes and other expenses to be met. I certainly consider them lucky to get Five Thousand Dollars for this property.
In answer to the general interrogatory propounded by the examiner to the witness, he answered, "No".
Test:
C. Henry Camalier.

John R. Drury.

No other witnesses being named or produced to me, I then, at the request of the Solicitor for the Complainant closed the depositions taken in the said cause and now return them closed under my hand and seal, this 5th day of February, 1936, to this Honorable Court.

C. Henry Camalier (Seal)
Examiner.

Costs and expense of the above commission on part of Complainant.

W. Gilbert Dent.	Witness	$ .75
John R. Drury.	do.	.75
C. Henry Camalier	Examiner	5.00

Filed Feby. 5, 1936

Agreement to set the case down for final hearing and decree without argument.

To the Honorable the Judges of said Court.

It is hereby agreed that the above entitled case be set down for final hearing at once, and that same be submitted for final decree without argument.

And as in duty bound, etc.

Wm. G. Fenwick,
Guardian Ad Litem.
Robert E. Wigginton,
Solicitor for the plaintiffs.

Filed Feby. 17, 1936.

Order nisi ratifying and confirming sale of infant's interest in real estate.

Ordered this 17th day of February in the year 1936, that the infant's interest in the real estate sold at private sale at and for the sum of $5000.00 as stated in the Bill of Complaint filed in the above entitled case, be ratified and confirmed, unless sufficient cause be shown to the contrary on or before the third Monday in March, 1936, provided a copy of this order be inserted in some newspaper published in St. Mary's County, State of Maryland, once a week for three successive weeks before the third Monday in March, 1936.

Wm. Mowell Lake,
Judge of the Circuit Court for
St. Mary's County.

Filed February 17, 1936.

Certificate of Publication

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the annexed Order Nisi No. 1705 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks prior to the third Monday in March, 1936 and that the first publication appeared in the issue of Feb. 21st, 1936.

A. F. King,
Publisher

(For Order Nisi see page 189 entitled Order Nisi ratifying and confirming sale of infant's interest in real estate.)

Filed Mar. 12, 1936.

Order finally ratifying the sale of the infant defendant's interest in real estate.

The above cause standing ready for hearing and being submitted without arguments, the Bill of Complaint, answer and testimony and other proceedings had by

the Court read and considered.

It is thereupon this 17th day of March in the year nineteen hundred and thirty six, by the Circuit Court for St. Mary's County, State of Maryland, in Equity adjudged, ordered and decreed that the sale of the interest of William Rock, infant, in and to the real estate mentioned in these proceedings called and known as "Part Herring Creek" supposed to contain 46½ acres of land more or less, being situate, lying and being in the Second Election District of St. Mary's County, State of Maryland, and which the said William Rock, infant, has an interest as heir, made by Mary G. Rock, next friend of William Rock, infant, to Theodore E. Thomas for the full sum of Five Thousand Dollars, be ratified and confirmed absolute, the order nisi passed by the Court on the 17th day of February, 1936, having been published for three successive weeks before the third Monday in March, 1936, and no cause to the contrary appearing, and that Robert E. Wigginton be and is hereby appointed Trustee to convey to the said Theodore E. Thomas by a good and sufficient deed to be executed, acknowledged and recorded according to law, the interest of the said William Rock, Infant, in and to the real estate above described and in these proceedings mentioned, free, clear, and discharged from all claims of the said parties hereto, complainant and defendants, and those claiming by, from and under them upon the payment of the sum of Six Hundred and Sixty Six Dollars and Sixty Seven Cents ($666.67), being the interest of the said William Rock, infant, in the above described property, and the course and manner of the proceedings of the said Trustee shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of ($1000.00) One Thousand Dollars for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any further order or decree in the premises. And the said Trustee shall bring into this Court the money arising from said sales to be distributed under the direction of this Court, after deducting the cost and expenses of this suit and such commissions 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.

Wm. Merrell Baker,
Judge of the Circuit
Court for St. Mary's
County.

Filed Mar. 17, 1936

Bond for Trustee

Know All Men By These Presents, That We Robert E. Wigginton, Trustee, as Principal, and the Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 18th day of March in the year nineteen hundred and thirty-six.

Whereas, the above bounden Robert E. Wigginton, by virtue of a decree of the Circuit Court for St. Mary's County, State of Maryland, in Equity, passed on the 17th day of March, 1936, in a cause entitled "Mary A. Rock, next friend of William Rock, infant, Vs. William Rock, infant", being No. 1765 N. E., in said Court pending, was appointed trustee to convey the interest of said infant defendant in the real estate in the proceedings therein mentioned.

Now The Condition Of The Above Obligation Is Such, That if the said bounden Robert E. Wigginton, Trustee, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Testas to both:
Jas. F. Robrecht.

Robert E. Wigginton (Seal)
Trustee

(Corp.)
(Seal)

Fidelity and Deposit Company
of Baltimore
Drury & Greenwell,
Per R. B. Greenwell,
Attorney-in-Fact.

The within Bond with Surety approved this 18th day of March, 1936.

Jos. M. Mattingly
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 63.
Recorded in Bond Record, Liber J. M. M. No. 1, Folio 63.
Filed Mar. 18, 1936.

1768 N. E.

In the Circuit Court for
St. Mary's County,
Maryland.
No 1768 Equity

In the Matter of the Sale
of the Real Estate mentioned
and described in a Mortgage
from Joseph K. Howard to
Walter J. Mitchell, dated
September 15, 1931, and duly
recorded among the Land Re-
cords of St. Mary's County,
Maryland, in Liber J. M. M.
No. 4, Folio 251 etc. and
duly assigned to John F. Mudd
Assignee, for the Purpose of
foreclosure.

Order To Docket Suit, Etc.

Mr. Clerk:

Please docket suit as above. File within Mort-
gage, duly assigned, Mortgage Note and statement
of Mortgage Debt.

John F. Mudd
Assignee.

Statement of Mortgage Debt.

To amount of Principal of Mortgage Note, dated
August 1, 1931 $2950.00

To interest on same from August 1, 1931

Mortgage Note.

$2950.00 Waldorf, Maryland.
August 1st, 1931.

Secured by Mortgage of even date herewith on or
before two years after date I promise to pay to the
order of Walter J. Mitchell Twenty-nine Hundred and
Fifty Dollars with interest thereon at the rate of six
per cent per annum, payable annually.
Value received. Joseph K. Howard.

Pay to the order of John F. Mudd.

Walter J. Mitchell.

Filed February 28, 1936.

Mortgage

This Mortgage, Made this fifteenth day of September
in the year nineteen hundred and thirty-one, by Joseph
K. Howard, of Charles County and State of Maryland.

Whereas:- The said Joseph K. Howard is justly
indebted unto Walter J. Mitchell of the County and
State aforesaid in the full sum of Twenty-nine
Hundred and Fifty Dollars ($2950.00), current money,
and has this day passed to the said Walter J. Mitchell
his promissory note dated the first day of August,

in the year 1931, payable to the order of the said Walter J. Mitchell, on or before two years after date thereof with interest thereon at the rate of six per cent per annum, payable annually; to secure the punctual payment of which said promissary notes with all interest thereon accruing, 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), the said Joseph N. Howard does hereby grant and convey to and unto the said Walter J. Mitchell, his heirs and assigns, in fee simple, all that lot, tract, piece, parcel or sub-division of land and premises, situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, commonly called and known as "Hopewell's Chance", and "T. B.", containing two hundred acres of land, more or less.

Being all and the same land and premises which by Deed dated the 6th day of March, in the year 1875, was conveyed by Mary A. Wise, et al., said Deed being duly recorded among the Land Records of said St. Mary's County in Liber J. F. F. No. 3, folio 45 etc., and being all and the same land and premises which by deed dated the 15th day of June, in the year 1918, duly recorded among said Land Records in Liber E. B. H. No. 17, folio 202 etc., was conveyed by James C. Wise, et al., to the said Joseph N. Howard.

(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 Walter J. Mitchell, his heirs and assigns forever.

Provided, that if the said Joseph N. Howard, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty-Nine Hundred and Fifty Dollars, and all interest thereon accrued, when and as the same may be demanded due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Joseph N. Howard shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage and interest, the said Joseph N. Howard for himself, his heirs, personal representatives and assigns, does hereby

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duly covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Walter J. Mitchell, his personal representatives and assigns or Walter J. Mitchell his 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 cost incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in said Charles County, and such other notice as by the said Mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising for such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland: secondly, to the payment of all claims of the said Mortgagee 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, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sales under orders or decrees of the Circuit Court for said Charles County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns hereby duly covenant to pay; and the said Mortgagee,

his personal representatives or assigns or Walter J. Mitchell, his said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed legal tender be made of said principal, interest, costs, expenses and commission.

Witness the hand and seal of the said Mortgagor

Test:
Henriette Roberts.

Joseph N. Howard (Seal)

State of Maryland, Charles County, to wit:

I Hereby Certify, that on this 15th day of September, in the year Nineteen hundred and thirty-one, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph N. Howard, the Mortgagor named in the aforegoing mortgage, and duly acknowledged the aforegoing mortgage to be his act. At the same time also appeared Walter J. Mitchell, the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Henriette Roberts
Notary Public.

Received for Record October 20th, 1931 at 10:00 o'clock A. M. Same day recorded in Liber J. M. M. No. 4 Folio 251 &c., one of the Land Records of St. Mary's County, Maryland and examined per

Jos. M. Mattingly
Clerk.

Cost of Record $3.75 - Paid

For value received, and for the purpose of foreclosure, I hereby assign to John T. Mudd, the within aforegoing mortgage.

As witness my hand and seal this 24th day of February in the year nineteen hundred and thirty-six.

Test:
Betty Mitchell

Walter J. Mitchell (Seal)

Received this 28th day of February, 1936, at 10:00 o'clock A. M. for record, and same day recorded in Liber J. M. M. No. 4 Folio 252, one of the Mortgage records of St. Mary's County and examined per me.

Jos. M. Mattingly,
Clerk.

Recd. $0.40
Filed February 28, 1936.

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Bond.

Know All Men By These Presents: That we, John F. Mudd, as principal, and H. Maxwell Mitchell, as surety, both of Charles County, State of Maryland, are held and firmly bound unto the State of Maryland in the sum of Four Thousand ($4,000.00) Dollars, current money to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty-fourth day of March, in the year 1936.

Whereas: The above bounden John F. Mudd, under and by virtue of the power and authority vested in him as assignee of a certain Mortgage, dated September 5th, 1931, and duly recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 4, Folio 251, etc., from Joseph N. Howard to Walter J. Mitchell, is about to sell the real estate mentioned in said Mortgage, under proceedings now pending in the Circuit Court for St. Mary's County, Maryland in equity.

Now, The Condition Of The Above Obligation Is Such, That if the above bounden John F. Mudd shall well and truly perform the trust reposed in him by virtue of the power contained in the aforesaid Mortgage, as Assignee thereof, and shall abide by and fulfil any order or decree which shall be made by said Court, in equity, in relation to the sale of said Mortgage property, or the proceeds thereof, then the aforesaid obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof we hereunto affix our hands and seals the day and year first above written.

Test:
Walter J. Mitchell, Jr.

John F. Mudd (Seal)
H. Maxwell Mitchell (Seal)

The above bond is, this 24th day of March, 1936, at the hour of 11:50 o'clock, A. M. approved.

Jos. M. Mattingly
Clerk of the Circuit Court
for St. Mary's Co.

Recorded in Bond Record Liber J. M. M. No. 1.

Folio 64.
Filed Mar. 24, 1936.

Report of Sale.

To the Honorable, the Judges of said Court;

The report of John F. Mudd, Assignee of said Mortgage, filed in the above entitled cause, respectfully sets forth:

That, after giving bond for the faithful performance of the trust reposed in him, as Assignee of the aforesaid Mortgage, and after having complied with all other prerequisites, as required by law and by the terms and conditions of said Mortgage, and after having given notice of the time, place, manner and terms of sale, by advertisement inserted in The St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, Maryland, once a week for three successive weeks, making more than twenty days before the date of sale, he did, pursuant to said notice, attend at the door of the Court House, in the town of Leonardtown, in said St. Mary's County, on Tuesday, March 24th, 1936, at the hour of twelve o'clock, M., and then and there proceeded to sell the property mentioned in said Mortgage, in the manner following, that is to say: The said John F. Mudd offered at Public auction to the highest bidder that property mentioned in these proceedings and in said Mortgage, which is more particularly described as being all that lot, tract, piece, parcel or subdivision of land and premises situate, lying and being in the Eighth Election District of St. Mary's County, on the State Road that leads from the Leonardtown Point Lookout State Road past St. Andrew's Church, commonly called and known as "Hopewell's Chance" and "I. B.", containing one hundred (100) acres of land, more or less, and being all and the same land and premises which the aforesaid Joseph H. Howard obtained by Deed from James C. Rice et al, dated June 10, 1918, and duly recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. H. No. 17, Folio 202 etc.

And the said John F. Mudd, Assignee, sold said property to Walter J. Mitchell, at and for the sum of One Thousand ($1,000.00) Dollars, he being then and there and at said sum the highest bidder therefore; the terms of sale being one-third cash on day of sale, or upon final ratification thereof, and the balance to be secured to the satisfaction of the Assignee and to bear interest from the day of the sale, with a deposit of Two Hundred ($200.00) Dollars

required of the Purchaser on the day of the sale; and the said terms of sale having thus far been complied with.

Respectfully submitted
John F. Mudd
Assignee of Mortgage.

State of Maryland, St. Mary's County, To Wit:

I hereby certify that on this 24th day of March, in the year 1936, before me, the Subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County, aforesaid, personally appeared John F. Mudd, Assignee of the Mortgage therein referred to, 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 and that the sale therein reported was fairly made.

As Witness my Hand and Notarial Seal.

(N. P.)
(Seal)

George Morgan Knight
Notary Public.

My Commission expires
May 6, 1938.

Filed Mar. 24, 1936.

Auctioneer's Certificate

State of Maryland, St. Mary's Caduty, to wit:

I hereby certify that on the 24th day of March 1936, at the hour of 12 o'clock, M. at the request of and in the presence of John F. Mudd, Assignee, I offered for sale by public auction at the door of the Court House in Leonardtown, Maryland, the property mentioned and described in the annexed advertisement and sold the same to Hattie J. Mitchell at and for the sum of One Thousand ($1,000.00) Dollars, he being then and there and at that sum the highest bidder therefor.

Chas. P. Abell
Auctioneer.

March 24th, 1936

Received of John F. Mudd, Assignee, the sum of Five Dollars, Auctioneer's fee in the above entitled case.

Chas. P. Abell
Auctioneer

Assignee's Sale of Valuable Real Estate situate, lying and being on the State Road near St. Andrew's Church in the Eighth Election District of St. Mary's County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Joseph H. Howard, late of Charles County, deceased, to Walter J. Mitchell, dated September 15th, 1931, and duly recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 4 folio 251, etc., said Mortgage having been duly assigned by the said Walter J. Mitchell to the undersigned, John F. Mudd, Assignee, on the 24th day of February, 1936, which assignment is duly recorded among the Land Records aforesaid, and the Mortgagor being in default in some of the covenants set forth in said Mortgage, the undersigned will sell by Public Auction, at the Court House door in Leonardtown, St. Mary's County, Maryland, on Tuesday, March 24, 1936, at 12 o'clock M., the property in said Mortgage mentioned and described, that is to say:

All that lot, tract, piece, parcel or subdivision of land and premises situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, commonly called and known as "Hopewell's Chance" and "T. B.", containing two hundred acres of land, more or less, the said property being situate on the Leonardtown-Point Lookout State Road just St. Andrew's Church, and being all and the same land and premises which the aforesaid Joseph H. Howard obtained by deed from James C. Wise et al., dated June 10th, 1918, and duly recorded among the Land Records of Saint Mary's County in Liber E. B. A No. 17, folio 202, etc.

The above property is unimproved, but is desirably located, and the land, most of which is in growing timber, is of good quality and well adapted to the growth of staple crops.

Terms of Sale: One-third cash on day of sale, or upon final ratification thereof; the balance to be secured to the satisfaction of the undersigned upon terms to be arranged to suit the purchaser or purchasers, and to bear interest from the date of sale.

A deposit of $200.00 would be required of the purchaser or purchasers on day of sale.

The purchaser or purchasers of this property will be given a good and sufficient deed for same, free and clear of widow's dower and all encumbrances.

John F. Mudd
Assignee.

Filed Mar. 24, 1936.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 24th day of March, in the year 1936, that the sale of the real estate mentioned and described in the above entitled

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cause, made and reported by John F. Mudd, Assignee, be finally Ratified and confirmed, unless cause to the Contrary thereof be shown on or before the 27th day of April, in the year 1936, provided a copy of this order be published in some newspaper printed and published in said St. Mary's County, Maryland once a week for three successive weeks before the said 27th day of April, 1936.

The Report of Sale states the amount of sale to be $1600.00.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Mar. 24, 1936.

Leonardtown
Mar. 24, 1936.

Received of John F. Mudd, Atty.
Fifteen & 50/100 ——— Dollars ($15.50)
Equity No. 1768 N. E.

Jos. M. Mattingly,
Clerk.
By: W. F.

Filed Mar. 24, 1936.

Certificate of publication of Order Nisi on sale

In the Orphans' Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for 3 successive weeks, prior to the 27th day of April, 1936, and that the first publication appeared in the issue of 27th March, 1936.

Philip N. Harvey Jr. Publisher

For "Order Nisi on sale" see "Order Nisi on sale" recorded on page 199 just prior to the "Certificate of Publication.

Filed Oct. 21, 1940.

Order Finally Ratifying Sale.

Ordered, this 11th day of October, in the year, 1940, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore published in said cause and heretofore filed in said cause.

Hon. Menrell Loker
Judge of the Circuit Court for
St. Mary's County, Maryland.

Filed Oct. 21, 1940.

Virginia Catherine Webster, Complainant.	In the Circuit Court for St. Mary's County, Maryland.
Vs.	In Equity No. 1670 N. E.
William Frederick Webster, Defendant.	

Bill for a Divorce
A Vinculo Matrimonii

To the Honorable, the Judges of the said Court:-

The Bill of Complaint of Virginia Catherine Webster, the complainant herein, by O. Henry Camalier, her Solicitor, respectfully shows unto this Honorable Court;

1. That she is a citizen of the United States and a resident of St. Mary's County, and the State of Maryland and has been all of her life.

2. That the defendant William Frederick Webster is a non-resident of the State of Maryland, residing in the City of Harrisburg in the State of Pennsylvania.

3. That the complainant Virginia Catherine Webster, and the defendant, William Frederick Webster were duly and lawfully married by the Reverend Fred A. Cook, at Oakley, in St. Mary's County, and the State of Maryland.

4. That there are no children born to the complainant and the defendant as a result of this marriage.

5. That although the conduct of the complainant Virginia Catherine Webster, has always been that of a kind, affectionate and dutiful wife and beyond reproach yet the said defendant, William Frederick Webster, without just cause or excuse did on or about the 19th day of January, 1933, leave, abandon and desert the said complainant Virginia Catherine Webster, and has declared his intention to live with her no longer. and that the abandonment and desertion by the defendant from the complainant has continued uninterruptedly since the aforesaid date of desertion. That the leaving, abandoning and desertion was wilful, deliberate and final on the part of the defendant and that the separation is beyond any reasonable hope or expectation of a reconciliation.

To the end therefore;-

1. That the complainant, Virginia Catherine Webster, may be divorced A. Vinculo Matrimonii from the defendant, William Frederick Webster.

2. That the complainant may be declared entitled to receive by way of alimony such an allowance out of her said husband's estate and earnings as may be proportioned to the means and

station in life of her said husband, and that the said defendant, William Frederick Webster be decreed to pay the costs of this suit.

3. That the complainant may have such other and further relief as the nature of the case may require.

May it please your Honor to grant unto the complainant, Virginia Catherine Webster an order of publication, giving notice to the defendant, William Frederick Webster, 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 may have, why a decree ought not to be passed as prayed.

C. Henry Caughlin,
Solicitor for the Complainant.

Filed Mar. 4, 1926.

Order of Publication

The object of this suit is to secure a divorce A Vinculo Matrimonii by the complainant Virginia Catherine Webster from the defendant William Frederick Webster.

The bill in substance states that the parties were married on the 13th day of January, 1921 and resided together until on or about January 10th, 1923. That the complainant has been a resident of St. Mary's County, in the State of Maryland all of her life, and that the defendant is a non-resident of the State of Maryland residing in Harrisburg, State of Pennsylvania. That the conduct of the complainant towards the defendant has always been that of a kind affectionate and dutiful wife and beyond reproach. That the defendant without just cause deserted and abandoned the complainant and has declared his intention not to live with her again. That the said abandonment and desertion has continued uninterrupted for more than three years and is deliberate, final and beyond any hope of reconciliation. That there are no children issue of said marriage. That the complainant prays to be allowed by way of alimony such an allowance out of the defendant's estate and earnings as may be proportioned to the means and station in life of the said defendant, and that the said defendant be decreed to pay the costs of this suit.

It is thereupon this 4th day of March, 1936, ordered by the Circuit Court for St. Mary's County, Maryland, sitting in equity, that the complainant by causing a copy of this order to be inserted in some newspaper published in said St. Mary's County, Maryland, once in each of four successive weeks before the 6th day of April, 1936, give notice to the said absent defendant William Frederick Webster, of the object and substance of this bill warning him to be and appear in this Court in person or by Solicitor on or before the 22nd day of April, 1936, to show cause if any he may have why a decree should not be passed as prayed.

Jas. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Mar. 4, 1936.

Certificate of Publication

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order of Publication has been published in the Saint Mary's Enterprise, a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeks, prior to the 6th day of April, 1936 and that the first publication appeared in the issue of March 6th, 1936 and the last publication appeared in the issue of March 27th, 1936.

Harvey & Weiner,
Publishers.
Philip H. Harvey, Jr.,

(For the appended Order of Publication see Order of Publication recorded on page 202 of this book.)

Filed 18th day of April, 1936.

Decree Pro Confesso.

It appearing from the proceedings in this cause the order of publication heretofore issued therein has been duly published in the St. Mary's Enterprise, a newspaper published in St. Mary's County, Maryland, as prescribed by said order, and the defendant, William Frederick Webster, having failed to appear, either in person or by solicitor and answer the bill of complaint therein filed against him.

It is thereupon, this 14th day of May, 1936, by the Circuit Court for St. Mary's 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 William Frederick Webster, non-resident defendant.

And it is further ordered that depositions be taken in support of the allegations of the bill.

Wm. Mowell Laker,
Judge.

Filed 14th Day of May, 1936.

Petition and Order of Court appointing a Special Examiner.

To the Honorable Judges of the said Court:—

Virginia Catherine Webster, complainant, in the above entitled case, respectfully states.

That leave of testimony having been obtained in the above entitled case, the complainant desires to take testimony in support of the allegations of the Bill of Complaint heretofore filed, but that the standing examiner of this Honorable Court, is the attorney of Record of the complainant, in this case.

Wherefore, the complainant Virginia Catherine Webster, prays this Honorable Court to appoint a special examiner to take the depositions of witnesses in this case.

C. Henry Camalier,
Attorney for Petitioner
and Complainant in this case.

Ordered, by the Circuit Court for St. Mary's County, Maryland, sitting in equity, this 14th day of May, 1936 upon the aforegoing petition, that L. Anadell Barto be and she is hereby appointed special examiner of this Court to take depositions in the above matter, and it is further ordered that leave be and it is hereby granted to the parties hereto to take testimony before the aforesaid special examiner in the above entitled case.

Wm. Mowell Laker,
Judge.

Filed 14th day of May, 1936.

Special Examiner's return of testimony taken.

To the Honorable Judges of the said Court:

The above cause being at issue and notice having been given me a special examiner in the above entitled case, by the Solicitor for the complainant of a desire to take testimony in the same, (leave of Court having been first obtained) I, Anadell Barto, a special examiner

appointed by the Circuit Court for St. Mary's County Maryland, in equity, in this case being duly qualified and sworn, met on the 14th day of May, 1936, at the office of John W. T. Briscoe, Attorney, in Leonardtown, St. Mary's County, Maryland, and assigned the 15th day of May, 1936, at 2 o'clock P.M. as the day and time, and at the office of the said John W. T. Briscoe, attorney, in Leonardtown, St. Mary's County, Maryland, as the place for the examination of witnesses in said cause, at which last mentioned day time and place I attended and in the presence of the Solicitor for the complainant and witnesses proceeded to take the following questions and the answers thereto.

(No appearance being entered for the Defendant)

When

(Special Examiner's Oath in Oath Book)

Virginia Catherine Webster produced in her own behalf and by me duly sworn testifies as follows to interrogatories propounded.

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

A. Virginia Catherine Webster, twenty-two, Leonardtown, St. Mary's County, Maryland occupation manager of Clarke's Restaurant.

Q. How long have you been a resident of St. Mary's County, State of Maryland?

A. I have lived here all of my life. I am the daughter of Mr. and Mrs. Ford Connelly. Ever since my marriage I have lived in a house owned by my father and adjoins the house in which my father and mother live.

Q. State the residence of the Defendant William Frederick Webster.

A. I understand he lives in Harrisburg, Pennsylvania, but I do not know the street.

Q. State when, where and by whom you and the Defendant William Frederick Webster were married?

A. We were married on the Thirteenth day of January, nineteen hundred and thirty-four by the Rev. Fred A. Cook at Oakley in St. Mary's County, Maryland.

Q. Are you and the Defendant William Frederick Webster now living together as man and wife and if not will you please state the reason.

A. No we are not living together now as man

and wife and have not since about the tenth of January, 1933, at which time he left me and declared his intention not to live with me again. I had tried in every way possible to do my duty toward him as a faithful and true wife. During his various frailties I always tried to make the best of it and gave him absolutely no reason to abandon and desert me. His sentence in the Maryland Penitentiary from the Circuit Court of Charles County was after he had deserted and left me.

Q. Have you ever lived or cohabited with the Defendant William Frederick Webster since the Tenth day of January, 1933?

A. No, I have not.

Q. Then the desertion has continued without interruption since the date of separation?

A. Yes.

Q. Is it final and is the separation beyond any hope of a reconciation?

A. Yes, since he left me in January, 1933, he has never attempted to return to me, but on the other hand, has repeatedly said that he did not want to live with me again. He has absolutely failed to contribute to my support in any manner.

Q. Were there any children born of said marriage?

A. No.

Q. During the time you lived with your husband did you give him any reason for leaving you?

A. No. I did not. I always tried to satisfy him in every way possible but it was no use, he was continually nagging me and on several occasions he beat me. In fact, I had had him arrested for an assault upon me.

In answer to the general interrogatory propounded by the special examiner to the witness she answered "I think that is all."

Test:
Anabel F. Barto.

Virginia Catherine Webster

Della Reed Connelly a witness of lawful age who being duly sworn testifies as follows to interrogatories propounded.

Q. State your name, age residence and occupation.

A. Della Reed Connelly, over twenty-one years of age, Leonardtown, St. Marys County, Maryland occupation housewife.

Q. Do you know the parties to this suit and if so how long have you known them?
A. The Complainant Virginia Catherine Webster is my daughter and I have known the Defendant William Frederick Webster about ten years.
Q. Where does the Complainant Virginia Catherine Webster and the Defendant William Frederick Webster now live?
A. Virginia Webster lives in a house owned by my husband and adjoins the house in which I live near the wharf in Leonardtown, Maryland. She has lived here all of her life. Freddie Webster I understand now lives in Harrisburg, Pennsylvania.
Q. Are the parties to this suit now living together as man and wife?
A. No, they are not and have not lived together since the latter part of January, 1933. When Freddie Webster in a rage left this home and said that he was through with Virginia and that he did not ever intend to live with her again.
Q. Prior to January 10th, 1933, state whether or not the Defendant ever mistreated the Complainant.
A. Yes. He did. He used to drink very hard and was habitually in trouble and seemed to take it out on Virginia. I know several instances in which he has beaten her. On each occasion my husband has had occasion to take a hand in the matter in order to protect Virginia from serious injury.
Q. State whether or not the parties to this suit have ever lived together as man and wife to your knowledge since the 10th day of January, 1933.
A. No, they have not. As I have said my daughter lives right next to my home and I know personally that she and Freddie Webster have never lived together since they separated.
Q. What was the conduct of Virginia Catherine Webster during the time she lived with the Defendant and since?
A. She was always kind and affectionate and a chaste wife and always treated the Defendant with greatest kindness. Since their separation she has always been near me and of course I have occasion to observe her conduct and it has always been beyond reproach.
Q. State whether or not any possible hope of the parties to this suit ever being reconciled and living together again as man and wife.
A No, there is no hope of them ever living together again as man and wife. The Defendant has made no effort whatever since they separated to become

reunited and I know that my daughter has lost whatever love she formerly had for the Defendant.

Q. Mrs. Connelly, to your knowledge has the Defendant ever contributed anything toward the support of the Complainant since the separation?

A. No, he has not. Ford Connelly, my husband and myself assisted her in her support until she obtained employment. Since then she has been self-supporting.

In respect to the general interrogatory propounded by the examiner to the witness she answered "No sir."

Test: Nella Reed Connelly.
Anabel F. Barto.

Joseph G. Nuthall, a witness of lawful age who being produced and by me duly sworn testifies as follows to interrogatories propounded:

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

A. Joseph G. Nuthall, fifty-one years of age, Leonard Town, St. Mary's County, Maryland, a merchant.

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

A. I have known Virginia Catherine Webster all of her life and I have known William Frederick Webster for the past ten ten or twelve years.

Q. Are they living together now as man and wife?

A. No, they are not living together now as man and wife and have not been for three years or more.

Q. What has been the conduct of the Complainant during the time that she and her husband lived together and since?

A. As far as I know she has been a faithful and true wife and tried in every manner to make things peaceful and happy.

Q. What was the conduct of the Defendant during the time that you have known him?

A. He was a man connected in the moonshine business and was continually in all kinds of trouble. I know that he has on several occasions beaten his wife unmercifully.

Q Is there any possible hope of the parties becoming reconciled and living together again as husband and wife?

A. Since the separation has continued for these many years and knowing the Defendant as I do I feel that there is no possible hope of them ever living together again. In fact Webster in my

opinion is not what we call a home page.

Q. Where does the complainant Virginia Catherine Webster and the Defendant William Frederick Webster live?

A. Virginia Webster lives in Leonardtown, St. Mary's County, Maryland and has lived here all of her life. The Defendant I know does not live here and I am informed he lives in Harrisburgh, Pennsylvania.

In answer to the general interrogatory propounded by the Special Examiner to the witness he answered "That is all.

Test:
Anabel F. Barto

Joseph G. Nuthall.

No other witnesses being named or produced to me, I, then at the request of the Solicitor for the complainant closed the depositions taken in the said cause, and now return them closed under my hand and seal this 16 th day of May, 1936, to this Honorable Court.

Anabel F. Barto (Seal)
Special Examiner in
No. 1770 N. E.

Costs and expense of the above commission, on part of Complainant.

Anabel Barto,	Special Examiner	Fd. A. Barto	$5.00
Hilda Red Connelly	Witness	sworn	.75
Joseph G. Nuthall,	Witness	"	.75

Filed May 15, 1936.

Petition to set down for final hearing.

Joseph M. Mattingly, Clerk of Court:—

Mr. Clerk:

Please set the above entitled case down for final hearing at once, without argument.

C. Henry Camalier,
Attorney for Complainant.

Filed June 16, 1936.

Divorce A. V. inculo Matrimonii

Joseph M. Mattingly, Esq.,
Clerk of the Circuit Court.

Mr. Clerk:—

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

It is thereupon this 16 th day of June, 1936, by the Circuit Court for St. Mary's County, Maryland in Equity, Adjudged, Ordered and Decreed that

1770 N. E.

Virginia Catherine Webster, be and she is hereby divorced A Vinculo Matrimonii from the defendant William Frederick Webster.

And it is further Ordered and Decreed that the Complainant, Virginia Catherine Webster pay the costs of these proceedings.

Wm. Mennell Lake,
Judge.

Filed June 16, 1936.

Lucielle Stone and David Stone, her husband, Complainants.
vs.
Mary M. Abell and J. Gerald Abell, her husband, Katherine Palmer and Harry Palmer, her husband, Bernard Goldsborough and Richby Goldsborough his wife and Xaviers L. Goldsborough and Nellie Goldsborough his wife, and M. Lena N. Graves, judgment Lienor.

In the Circuit Court for St. Mary's County, Maryland, in Equity. No. 1730 M. E.

Bill of Complaint for the Sale of Real Estate with two Exhibits.

To the Honorable, the Judges of said Court:

Your Orator complaining says:

(1) That a certain Francis Combs Norris, now deceased was seized at the time of his death of a tract or parcel of land situate, lying and being in the Sixth Election District of St. Mary's County, Maryland, called and known as "Part of Resurrection Manor" containing about twenty five acres, more or less, and being the tract or parcel of land acquired by William C. Norris, now deceased, by deed dated December 6th 1894 from George C. Abell and others and duly recorded among the Land Records of St. Mary's County, Maryland in Liber J. J. G. No 2 Folio 400, except the land conveyed to the State of Maryland to the use of The State Roads Commission for a right of way, same being shown on plat No. 1232 now of record among the Land Records of St. Mary's County, Maryland. The above land being also the land acquired by the said Francis Combs Norris under the last will and testament of William C. Norris which said will has been duly admitted to probate and is now of record in the Office of the Register of Will for St. Mary's County in Will Book B. C. No. 1 Folio 306, duly certified copies of said deed and will being filed herewith as part hereof marked Plaintiff's Exhibits 1 and 2, respectively.

(2) That being so seized the said Francis Combs Norris departed this life in the latter part of the year 1934, intestate, without having a widow, and leaving no children nor parents, nor brothers nor sisters, but leaving the following nieces and nephews as his only next of kin and heirs at law, all of whom are children of Audrie Norris Goldsborough, deceased, namely:

Lucielle Goldsborough who intermarried with a certain

Hamid Stone, both of whom are now living and reside near Wallywood in St. Mary's County, Maryland.
(b) Mary M. Goldsborough who intermarried with a certain J. Gerald Abell both of whom are now living and reside in St. Mary's County, Maryland.
(c) Katherine Goldsborough who intermarried with a certain Harry Palmer both of whom are now living and reside in Baltimore City, Maryland.
(d) Bernard Goldsborough who intermarried with a certain Richley Goldsborough both of whom are now living and resided in St. Mary's County, Maryland.
(e) Xavier L. Goldsborough who intermarried with a certain Nellie Goldsborough, both of whom are still living and non-residents of the State of Maryland residing in Dearborn, State of Michigan.

(3) That at the June (1934) term of the Circuit Court for St. Mary's County, Maryland one M. Lena N. Graves secured Judgment against the said Mary M. Abell and J. Gerald Abell her husband.

(4) That Administration on the personal estate of the said Francis Combs Harris was granted to Bernard L. Goldsborough on January 9th, 1934 but no final account has yet been filed by the said Administrator although numerous debts against the estate have been filed and passed in the Orphans' Court of St. Mary's County Maryland.

(5) That said real estate which is improved by a dwelling, barn and outbuildings is not susceptible of partition without material loss and injury to the parties entitled to interests therein as afore stated and that in order to make division of interests, it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interests.

To the end therefore;

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

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

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

May it please your Honor to grant unto your orator the writ of subpoena, directed to the said Mary M. Abell, J. Gerald Abell, Bernard Goldsborough, Richley Goldsborough, and M. Lena N. Graves all residing in St. Mary's County, Maryland, and to Katherine Palmer and Harry Palmer, both residing in Baltimore City, Maryland, commanding them and each of them to be and appear either in person or by solicitor in this Court on or

before a certain day to be named therein to show cause, if any they may have why a decree ought not to be passed as prayed; and also the order of publication, giving notice to the said Xeavier L. Goldsborough and Nellie L. Goldsborough, both of Dearborn, Michigan, 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 be passed as prayed.

And as in duty bound etc.

Philip W. Harvey, Jr.,
Solicitor for Complainants.

Filed April 1, 1935.

Plaintiff's Exhibit "A"

This Deed Made this Sixth day of December, 1894, by us George C. Abell and Mary Agnes Abell his wife, and Ann M. Burroughs nee Adams nee Stone, widow of John W. N. Burroughs of St. Mary's County, State of Maryland

Witnesseth that in consideration of the sum of Four Hundred and Fifty 00/100 dollars To the said George C. Abell and Mary Agnes Abell his wife, and Ann M. Burroughs Widow aforesaid, do grant unto William C. Norris of County and State aforesaid in fee simple the following described tract & parcel of land situated in the 6th Election district of said County and State called and known as Part Resurrection Manor, containing about twenty-five acres more or less, which is more fully described as follows:- Beginning at a point near Joseph's Redmonds Fence thence running in a straight line about South to a swamp: thence up the swamp about west as far as Andrew Burroughs line: thence about north to the beginning, it being a part of a tract of land bought by George C. Abell from Enoch B. Abell and B. Norris Canalier, Trustees under a decree of the Circuit Court of St. Mary's County, sitting as a Court of Equity and passed on the 27th day of September 1881, in a cause wherein Wm. T. Stone was complainant vs. John W. N. Burroughs and Ann M. Burroughs, his wife, and others were respondents, as will appear by reference to Liber J. T. C. No. 8, Folio 316, one of the land records of St Mary's County.

Witness our hands and seals.

Test:
Vincent Canalier.

George C. Abell (Seal)
Mary Agnes Abell (Seal)
Ann M. Burroughs (Seal)

State of Maryland St. Mary's County, Sct:

I Hereby certify that on this 18th day of December, 1894, before me the Subscriber, a Justice of the Peace

1720 N.E.

of the State and County aforesaid personally appeared George C. Abell and Mary Agnes Abell, his wife, and acknowledged the aforegoing deed to be their respective acts.

Vincent Canaday, J. P.

State of Maryland, St. Mary's County, Set.

I hereby certify that on this 6th day of December, 1894, before me, the subscriber, a Justice of the Peace, of said State and County, personally appeared Elsie M. Burroughs and acknowledged the aforegoing deed to be her act.

Vincent Canaday, J. P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct Copy of the Deed from George C. Abell et al. to William J. Norris, dated December 6, 1894, as recorded in Deed Liber J. J. S. No. 2, Folio 400 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 19th. day of December, 1894, at 9:00 o'clock, A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 1st. day of April, in the year one thousand nine hundred and thirty-five.

(Court)
(Seal)

Jos. M. Mattingly
Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed April 1, 1935.

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estate in St. Mary's County, Maryland, of which Francis Combs Norris died seized and possessed for the purpose of partition among those entitled thereto.

The bill in substance states that the said Francis Combs Norris died intestate, seized and possessed of a tract or parcel of land situate, lying and being in the Sixth Election District of St. Mary's County, Maryland, called and known as "Part of Resurrection Manor" containing twenty-five acres of land more or less.

That the above named defendants are the only heirs at law and next of kin of the said Francis Combs Norris now having interest in said real estate.

That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein and that in order to make division of the said interests it will be necessary that said real estate be sold and the proceeds divided.

That the said Xavier L. Goldsborough and Nellie Goldsborough, his wife, are both non-residents of the State of Maryland residing in Dearborn, Michigan.

It is upon this 1st day of April in the year 1935 ordered by the Circuit Court for St. Marys County, Maryland in Equity, that the Complainants by causing a copy of this order to be inserted in some newspaper published in said St. Mary's County, Maryland, once in each of four successive weeks before fourth monday of April next give notice to the said non-residents defendants, Xavier L. Goldsborough and Nellie Goldsborough, of the object and substance of this bill and warning them to appear in this Court in person or by Solicitor on or before the 15th day of May next to show cause if any they may have why a Decree ought not to pass as prayed.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Marys County, Maryland.

Filed April 1, 1935.

Subpoena to Answer Bill of Complaint.

St. Marys County, to-wit:

The State of Maryland to Mary M. Abell and J. Gerald Abell, her husband, Bernard Goldsborough and Rickley Goldsborough, his wife, M. Lena N. Graves, judgment Creditor of Saint Marys Greeting:

We Command and enjoin you, that all excuses set aside, you be in your person before the Circuit of St. Marys County, at the Court House in said County, on the First Monday of May 1935 to answer the Bill of Complaint of Lucille Stone et.al. for sale of Real Estate of which Francis Cooke Harris died seized and possessed against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial Circuit, the 1st day of April, 1935.

(Court) (Seal)

Jos. M. Mattingly,
Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in

1730 N. E.

the above subpoena is not required. The defendants are required to file their answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County within fifteen days after the return day.

Summoned

J. B. Love,
Sheriff.

Filed Apr. 2, 1935.

Subpoena to Answer Bill of Complaint.

St. Mary's County, to-wit:

The State of Maryland to Katherine Palmer and Henry Palmer, her husband, 1318 Eutaw Place of Baltimore City, Greeting:

We command and enjoin you, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of May, 1935, to answer the Bill of Complaint of Lucille Stone et al. for sale of Real Estate of which Francis Combs Norris died seized and possessed, against you in said Court exhibited. Herein fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial Circuit, the 2nd. day of April, 1935.

Issued 2nd. day of April, 1935.

Jos. M. Mattingly,
Clerk

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required. The defendants are required to file their answer, or other defense in the office of the Clerk of the Circuit Court for Saint Mary's County, within fifteen days after the return day.

Summoned ands and a copy of the Process left with each Defendant.

Bichy
4-6-35

Joseph C. Teegan,
Sheriff.

Fees $1.90.
Filed Apr. 10, 1935.

Plaintiff's Exhibit "B"

Last Will and Testament of William C. Norris, Deceased.

In the name of God, Amen!

I, William C. Norris, of Saint Mary's County, State

of Maryland, being of sound and disposing mind, and considering the certainty of death, but the uncertainty of the time thereof, do hereby make, publish and declare this to be my Last Will and Testament, in manner and form, as follows:

Item 1st. I give, devise and bequeath unto my wife, Mary E. Norris, during her natural life, all the property of every kind I may own at the time of my death, she to pay my funeral expenses; and after her death I will and devise all my property, Real, personal, and mixed to my son, Francis Combs Norris.

Witness my hand and seal this 20th day of December 1916.

William C. (his) X Norris. (mark) (Seal)

Test:
Enoch B. Abell.

Signed, sealed, published and declared by the above named Testator as and for his last Will and Testament, in the presence of us all, who, at his request, in his presence and in the presence of each other, have hereto subscribed our names, as witnesses thereto this 20th day of December in the year 1916.

Enoch B. Abell.
Harry E. Graves.

St. Mary's County, to-wit:

The 14th day of August 1923, there came Francis Combs Norris and made oath in due form of law that he does not know of any Will or Codicil of William C. Norris late of said county, deceased, other than the above instrument of writing, and that he received the same from the Testator on or about the 20th day of December 1916.

Sworn to before me.

Test:
M. Lucile Combs
Register of Wills for
St. Mary's County, Maryland.

St. Mary's County, ss:

On the 14th day of August, 1923, came Enoch B. Abell, one of the subscribing witnesses to the aforegoing last Will and Testament of William C. Norris late of said County, deceased, and made oath in due form of law, that he did see the Testator sign and seal this Will, that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was to the best of his apprehension of sound and disposing mind, memory, and understanding, and that he together with Harry E.

Graves subscribed their names as witnesses to this Will in his presence at request of the Testator, and in the presence of each other.

Certified by:

M. Lucile Combs
Register of Wills for
St. Mary's County, Maryland.

St. Mary's County, SS.

On the 16th day of August, 1923, came Enoch B. Abell and made oath, in due form of law, that he is familiar with the handwriting of Harry E. Graves one of the subscribing witnesses to the aforegoing Will and that the signature affixed thereto is, to the best of his knowledge and belief, the genuine signature of the said subscribing witness.

Certified by:

M. Lucile Combs
Register of Wills for
St. Mary's County,
Maryland.

In the Orphans' Court of St. Mary's County.

The Court, after having examined above last Will and Testament of William C. Norris late of St. Mary's County, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 14th day of August, 1923, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William C. Norris deceased.

Test:
M. Lucile Combs.
Register of Wills.

John W. Abell
W. C. Mattingly
Alexander Webb } Judges.

State of Maryland St. Mary's County, S.S.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of William C. Norris late of said County, deceased, together with the Proof and Probate thereof the same being taken from Liber B.C. No. 1 Folio 300, One of the Record Books of Wills kept in the office of Register of Wills, for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 4th day of April, In the year of our Lord nineteen hundred and thirty-five.

Addie C. Maddox.

(Reg. of Wills) (Seal)

Register of Wills for St Marys County, Maryland

Filed Apr. 4, 1935.

Answer of M. Lena N. Graves.

The answer of M Lena N. Graves to the bill of complaint of Lucille Stone and David Stone against her and others in this Court exhibited.

The defendant answering says:

1. That she admits the matters and facts in said bill alleged.

2. That she assents to the passage of such decree or decrees as may be proper to be passed in the premises, and prays that out of the proceeds of the sale of the real estate mentioned in these proceedings an allowance be made on the judgment for which this defendant holds against the said Mary M. Abell which said judgment is filed herewith in these proceedings.

And as in duty bound etc.

Wm. Aleck Loker
Solicitor for M. Lena N. Graves
one of the defendants
herein

Filed May 6, 1935.

Short Copy of Judgment.

In the Circuit Court for St. Mary's County.

Jas. M. Mattingly,
Clerk.

No. 2 Docket Vol. Appr. Term June, 1934 Page 21.

M. Lena Norris Graves
Plaintiff
Vs.
Mary M. Abell
Defendant

Plaintiff's Costs $8.05
" Atty. Com. 24.60
August 3, 1934, Judgment in favor of Plaintiff for $296.04 with interest from September 1, 1934 and costs; which rights of redemption waived.

Received payment of $3.05
Clerk's Costs 8-31-34
Wm. G. Fenwick,
Deputy.
Paid by
Wm. Aleck Loker
Atty.

True Copy Test:
Jas. M. Mattingly
Clerk.

(Court) (Seal)

Filed May 6, 1935

220 1730 N.E.

Certificate of Order of Publication

In the Circuit Court for St. Mary's County Maryland.

This is to certify that the appended Order of publication has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland once a week for 4 successive weeks, prior to the 1st day of May, 1935 and that the first publication appeared in the issue of April 4th, 1935.

Harvey & Weiner,
Publishers.
Ike Weiner.

(For the appended Order of Publication see Order of Publication recorded in this Book on page 202).

Filed June 1, 1935.

Decree Pro Confesso.

The resident Defendants having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto and it appearing that the notice of the Order of Publication for the non-resident Defendants has been duly published according to the Order of Publication hereto attached. It is thereupon this 1st day of June in the year 1935, by the Circuit Court for St. Mary's County, Maryland, adjudged, ordered and decreed that the Plaintiff is entitled to relief in the premises. It is further adjudged and ordered that leave be granted to Plaintiff to take testimony before the Standing examiner of this Court in support of the allegations of the Bill.

Wm. Mennell Lakes,
Judge.

Filed June 1, 1935.

Bill

Dr. F. F. Greenwell.

Feb. 10th, '34.

Mr. Combs Norris, Dr.

1932			
Dec. 11,	To visit to self		3.00
" 16,	To " " "		3.00
" 20,	To " " "		3.00
" 23,	To " " "		3.00
" 26,	To " " "		3.00
" 27,	To " " "		3.00
			$ 18.00
Int. to 2-1-36			2.22
			$ 20.22

Saint Marys County, Ss:

On the 13th day of March nineteen hundred thirty-four before the subscriber, Register of Wills of said County, personally appeared F. F. Greenwell and made oath in due form of law that the aforegoing account, as stated, is just and true; and to the best of his knowledge and belief, no part or parcel of the same has ever been, either directly or indirectly, paid, satisfied or secured.

Sworn before

Anita C. N. Thrift.

Mar. 13, 1934 are B.C. and examined by.

Anita C. N. Thrift,
Register of Wills.

Filed March recorded in Liber Folio 71 etc. me.

Teste

Anita.

Filed June 4, 1935.

Bill

Mrs. Julia Langley

Mrs. Julia Langley,
Hollywood, Md.
Care and nursing Comdr. Norris in his death sickness from Dec. 11 to Dec. 29- a total of
19 days at $3.00 a day $57.00
Cut to 1.50 per day $28.50

Reconsideration the Court allowed $2.00 per day in the above account.
June 4th 1935

Addie C. Maddox,
Register of Wills for
St. Marys Co.

Filed May 14th 1935 are recorded in U.C.N.T. No 1 Folios etc., and examined by me.

Teste

Register of Wills

Saint Marys County, Ss:

On the 23rd day of January nineteen hundred thirty four before the Subscriber, Register of Wills of said County, personally appeared Julia Langley and made oath in due form of law that the aforegoing account, as stated, is just and true; and to the best of her knowledge and belief, no part or parcel of the same has ever been, either directly or indirectly, paid, satisfied or secured.

Sworn before,

1730 N. E.

Anita C. N. Bright.

Filed June 4, 1935.

Examiner's return of testimony together with two exhibits originally filed with Bill of Complaint.

To the Honorable, Judges of the said Court:

The above cause being at issue and notice having been given me by the Solicitor for the Plaintiffs of a desire to take testimony in the same (leave of Court having been first obtained) I, C. Henry Camalier, one of the Standing Examiners of the Circuit Court for Saint Mary's County, Maryland, in Equity, duly appointed qualified and sworn, met at the office of Philip H. Marsey, Jr., attorney, in Leonardtown, Maryland on the 14th day of June, 1935, and assigned the 17th day of June 1935, at 2 o'clock P. M. as the day and time for the examination of witnesses in said cause and the office of Philip H. Marsey, Jr., attorney in Leonardtown, St. Mary's County, Maryland, as the place, at last mentioned day, time and place, I attended having given due notice of such meeting, and proceeded in the presence of the Solicitor for the Plaintiffs and witnesses (No appearance being entered for the defendants) to take the following questions and the answers thereto.

Maurice C. Thompson, a witness of lawful age, who being produced and by me duly Sworn testifies as follows to interrogatories.

State your name, age, residence and occupation?

Maurice C. Thompson. 61 years of age. Hollywood Maryland. Farmer.

Do you know the parties to this suit?

I know all with the exception of Harry Palmer and Nellie Goldsboro. All are adults.

Do you know the late Francis Combe Harris?

Yes.

Is he living or dead?

He is dead. He died about eighteen months ago. He died in St. Mary's County.

Did he leave a widow or any children surviving him?

No, he was never married.

Did the said Francis Combe Harris leave any last will, as far as you know?

I have heard me of the former Judges of the Orphans Court say that he did not.

Did the said Francis Combe Harris in his lifetime own the land the subject of these proceedings?

Yes, I always understood that he owned it.

Describe the property generally and give its

value?

It is situated on the State Road leading from Sandy Bottom to Clarke's Landing, and is bounded on the north by State Road, on the East by Scotch Neck Property and also on the south and the west by Milton Jay property. It contains about 25 acres more or less. The improvements consists of a dwelling of about 3 or 4 rooms and one tobacco barn, both Buildings in bad condition. I would consider it worth about $1000.00.

Will you state whether or not in your opinion the property which is the subject of these proceedings can be equally divided among the parties owning an interest therein, without material loss and injury to them?

No, I do not believe that a small place like this can be divided equally among five heirs without material loss and injury to them.

In answer to the general interrogatory propounded by the examiner to the witness, he answered, That is all.

M. C. Thompson

Test:
C. Henry Camalier

Solicitor for the plaintiffs. Hereupon files with examiner a certified copy of the will of William C. Norris, marked examiner's exhibit "A." and also a certified copy of Deed from Geo. C. Abell et al to Wm. C. Norris marked examiner's exhibit "B.")

Lucille Stone, being produced in her own behalf and by me duly sworn, testifies as follows to interrogatories propounded.

State your name. Age. Residence and Occupation?

Lucille Stone. 35 years of age. Live near Hollywood St. Marys County, Maryland. Housewife.

Do you know the parties to this suit, or any and which of them?

Yes I know them all.

Did you know the late Francis Combs Norris, is he living or dead?

Yes, I knew Combs Norris in his lifetime. He is dead.

When and where did he die and did he leave a widow surviving?

He died about two years ago. He died in St. Marys County, Maryland. He never married.

Did the said Francis Combs Norris leave any last will or testament?

No, he never left any will that I have ever heard of.

State the names, and addresses of the heirs

at law of the late Francis Combs Norris?

He left the following heirs at law Mary M. Abell who intermd with a certain J. Gerald Abell; Katharine Palmer who intermd married a certain Harry Palmer; Bernard L. Goldsborough who married a certain Richley Goldsborough. Xavier L. Goldsborough who married a certain Nellie Goldsborough and myself Lucille Stone who married a certain David Stone. All are adults and reside in St. Mary's County Maryland with the exception of Katharine and Harry Palmer who live in Baltimore City Maryland, and Xavier L. and Nellie Goldsborough who live in Dearborn, Michigan.

Did the late Francis Combs Norris in his lifetime own the real estate, the subject of these proceedings?

Yes, he owned this property at the time of his death.

Describe generally the property and give its value, in your opinion.

It is on the road from Sandy Bottom to Clarke's Landing, in the Sixth District of this County, and contains about 22 acres of land more or less. Most of the land is tillable. It has a small dwelling house, a small barn and one or two other little buildings all of the buildings are in very bad condition. I think that this property is worth about $1000.00.

Will you state whether or not, in your opinion, this property can be divided equally among the parties interested therein, without material loss and injury to them?

No, it would be impossible to divide this property among so many heirs, because of the small acreage.

In answer to the general interrogatory propounded by the examiner to the witness, she answered. No sir.

Test: Lucille Stone.
C. Henry Camalier.

Ike Weiner, a witness of lawful age, who being produced and by me duly sworn, testifies as follows to interrogatories propounded.

State your name, residence and occupation?

Ike Weiner, Leonardtown, St. Mary's County, Maryland. Business Manager St. Mary's Enterprise Newspaper.

Do you know the parties to this suit, or any, and which of them?

I know all except Xavier Goldsborough and

Nellie Goldsborough.

Did you know the late Francis Combs Norris; is he living or dead, if dead, when and where did he die, did he leave any last will or testament?

Yes I knew the late Francis Combs Norris in his lifetime. He is dead, and died about a year and a half ago in St. Mary's County. He never left any will that I ever heard of, in fact I have heard some of the Judges of the Orphans Court as well as other people who were very close to Combs Norris say that he did not.

Do you know the property of which the late Francis Combs Norris died seized and possessed, if yea, describe its situation and value?

Yes, I knew the property of which Francis Combs Norris died seized and possessed. It is on the State Road leading to Clarke's Landing about a mile and a quarter from the store of the late Johnie Wilkinson, at Sandy Bottom. I would say that it contains 25 or 30 acres of land, most tillable. There is a small dwelling house and barn on the property, both in terrible condition. Judging from the present market value of real estate, I would think this property is worth $800.00 or $900.00.

Will you state whether or not in your opinion this property, the subject of these proceedings can be divided equally among the interested parties therein, without material loss and injury to them?

No, I do not see how this property could be divided because of the small acreage, the number of heirs interested, then too the dwelling is about in the center of the property making it practically impossible to divide equally. Therefore I do not see any way of dividing this property equally except by a sale and a division of the proceeds.

To answer to the general interrogatory propounded by the examiner to the witness, She answered "That is all."

Test:
C. Henry Camalier.

Ike Weiner

No other witnesses being named or produced to me, I then at the request of the Solicitor for the Plaintiffs closed the depositions taken in the said cause and now return them closed under my hand and seal this 18th day of June, 1935, together with two exhibits originally filed with the Bill of Complainant, to this Honorable Court.

C. Henry Camalier, Real
Examiner.

Costs and expense of the above commission on part of

1730 N.6.

Plaintiffs.

C. Henry Carnalier,	Examiner	$ 8.00
Maurice C. Thompson,	Witness	.75
Ike Heiner	Do.	.75

Filed 18th day of June, 1935.

Examiner's Exhibit "A."

(See Plaintiff's Exhibit "A" on page 213 of this book.)

Filed June 17- 1935

C. Henry Carnalier,
Examiner.

Refiled June 18, 1935.

Examiner's Exhibit "B."

(See Plaintiff's Exhibit "B" on page 216 of this book.)

Filed with Examiner June 17-1935

C. Henry Carnalier,
Examiner.

Refiled June 18, 1935.

Decree

The above cause standing ready for hearing and being submitted the Bill and all the other proceedings were by the Court, read and considered—

It is thereupon, this 3d day of July in the year nineteen hundred and thirty-five by the Circuit Court for Saint Marys County, Adjudged, Ordered and Decreed that the interest of Lucelle Stone, David Stone, Mary M. Abell, J. Gerald Abell, Katherine Palmer, Harry Palmer, Bernard Goldsborough, Richley Goldsborough, Xavier L. Goldsborough, Nellie Goldsborough and M. Lena Graves, judgment Nemar, in the property mentioned in the proceedings be sold; that Philip T. Harvey Jr. be and he is hereby appointed Trustee to make said sale and that the Course and manner of 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 Fifteen hundred Dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale having given at least three weeks notice by advertisements inserted in such newspaper or newspapers published in Saint Marys County, as he shall think proper, of the time, place, manner and terms of said, which shall be cash upon ratification of sale with a deposit of two

Hundred and Fifty Dollars on the day and at the time of sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment by the whole purchase money, (and not before) the said Trustee, shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such 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.

Wm. Meverell Baker,
Judge.

Filed July 4, 1935.

Boyd

Know All Men By These Presents,

That we, Philip H. Harvey, Jr. and Ike Heiner, both of St. Mary's County, Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Hundred ($1500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents; sealed with our seals and dated this 29th day of July, in the year one thousand nine hundred and thirty-five.

Whereas, the above bounden Philip H. Harvey, Jr., by virtue of a decree of the Circuit Court for St. Mary's County, Maryland, passed on the 3d day of July, 1935, has been appointed Trustee to sell the property mentioned in the proceedings in the case of Lucille Stone and David Stone vs Mary M. Abell &c, being number 1738 N. E., now pending in said Court.

Now the Condition of the above Obligation is such, That if the above bounden Philip H. Harvey Jr., does and shall well and faithfully perform the trusts reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above

obligation to be void; otherwise to be and remain in full force and virtue in law.
Signed, sealed and
delivered in the
presence of
Eleanor L. Weiner.

Philip K. Darsey, Jr. (Seal)
Ike Weiner (Seal)

Bond approved.

Jos. M. Mattingly
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1,
Folio 56.

Filed July 24 1935.

Trustee's Report of Sale.

To the Honorable the Judge of the Circuit Court for said County.

Report of Philip K. Darsey, Jr., Trustee appointed by a decree of this Court passed in the above entitled cause dated July 3, 1935, to make sale of certain real estate in said proceedings mentioned, shows that after giving bond with security for the faithful ~~performance~~ discharge of the trust and after having complied with all other prerequisites required by law and said decree, and after giving notice of the time, place, manner and terms of sale by advertisements in the St. Mary's Enterprise, a newspaper printed in St. Mary's County, Maryland he did, pursuant to said notice attend the place of sale on the 30th. day of July, 1935 at the hour of one o'clock p. m. and then and there proceeded to sell the property mentioned in said proceedings in the manner following, that is to say:

That Trustee offered at public sale to the highest bidder the property mentioned in said decree situated in the Fifth Election District of St. Mary's County, Maryland, called and known as "Part of Resurrection Manhar," containing about twenty-five acres, more or less, and being the tract or parcel of land acquired by William C. Norris from deed, by deed dated December 6, 1894 from George G. Abell and others and duly recorded among the Land Records of St. Mary's County, Maryland in Liber J. J. G. No. 2, Folio 400, except the land conveyed to the State of Maryland, to the use of the State Roads Commission for Right of Way, same being shown on plat No. 2232 now of record among the land being also the land acquired by the said Francis C. the Norris under the last will and testament of William C. Norris which said will has been duly admitted to

probate and is now of record in the office of the Register of Wills for St. Marys County, Maryland, in Will Book No. 1, folio 200.

And your Trustee reports that he sold the said tract of land to John F. A Norris at and for the sum of Seven Hundred and Ten Dollars ($710.00), he being then and there the highest bidder therefor, and the said purchaser has complied with the terms of sale by paying the deposit of Two Hundred and Fifty Dollars ($250.00) required by law And your Trustee believes that he will comply with the further terms of said sale upon final ratification by this Court.

Philip H. Harvey Jr.
Trustee.

State of Maryland, St. Marys County, to wit:

On the 31st day of July, 1935, personally appeared before me, the Clerk of the Circuit Court for St. Marys County, Maryland, Philip H. Harvey, Jr., Trustee named in the above report of sale and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief and that the sale was fairly made.

(Court Seal)

Jos. M. Mattingly
Clerk.

Filed July 31, 1935.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Marys County Maryland, in Equity this 31st day of July, 1935, that the sale of the property mentioned in these proceedings made and reported by Philip H. Harvey, Jr., Trustee, appointed by a decree of this Court that the said sale be ratified and confirmed unless cause to the contrary thereof be shown on or before the Fourth Monday of August next provided a copy of this Order be inserted in some newspaper printed in St. Marys County once in each of four successive weeks before the 4th Monday of August next.

The Report states the amount of the sale to be Seven Hundred and Ten Dollars ($710.00).

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Marys County
Maryland

Filed July 31, 1935.

236 1730 N. E.

Bill.

Wm. C. Mattingly, Funeral Director

Mr. Combs Norris estate Wm. C. Mattingley.

1932			
Dec. 30th	To suit clothes & pr. socks		20.25
" 31	" paid for open grave		2.00
" 31	" " " Rev. Johnson R.J. for vestry in Church		2.00
" 31	" steel grary casket case & service funeral.		110.00
			$130.25
P.F.D.	Int. from Dec. 31, 1932 to Oct. 4th, 1935		14.94
			$145.19
	By personal Estate $2.25		2.25
			$149.84

Filed Aug. 10th, 1935.

Order of Final Ratification of Sale with Certificate of Publication of Order Nisi on Sale and Reference to Auditor.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi on Sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 4th Monday of August, 1935 and that the first publication appeared in the issue of August 2, 1935.

Harvey & Miner,
Publishers.
Philip N. Harvey, Jr.,
Editor.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 31st day of July, 1935, that the sale of the property mentioned in these proceedings, made and reported by Philip N. Harvey, Jr. Trustee, appointed by a decree of this Court, that the said sale be ratified and confirmed unless cause to the contrary thereof be shown on or before the 4th Monday of August next, provided a copy of this order be inserted in some newspaper, printed in St. Mary's County once in each of four successive weeks before the 4th Monday of August next.

Report states states the amount of sale to be Seven Hundred and Ten Dollars ($710.00).

True Copy - Test:
Jos. M. Mattingly,
Clerk.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 27th day of August 1935, that the sale of the property mentioned in these proceedings, made and reported by Philip H. Harvey, Jr., Trustee, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although the notice required by the order nisi heretofore filed in this case appears to have been given, as shown by the certificate of publication of said order nisi herewith filed. And the papers in this case are hereby referred to the Auditor in order that he may state an account between the Trustee and the parties interested in said sale.

Wm. Mowell Laker,
Judge.

Filed Aug. 27, 1935.

Certificate of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Notice of sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland once a week for 4 successive weeks, prior to the 13th day of July, 1935 and that the first publication appeared in the issue of June 21st, 1935.

Harvey & Weiner,
Publishers.

Trustee's Sale of Valuable Real Estate situate in the Sixth Election District of St. Mary's County, Maryland.

Under and by virtue of a decree of the Circuit Court for St. Mary's County, sitting as a Court of Equity and passed on the third day of July, nineteen hundred and thirty-five in which Lucille Stone and David Stone are Complainants and Mary M. Abell and others are defendants.

The undersigned Trustee appointed by said decree will offer for sale at public auction at the court house door in Leonardtown, St. Mary's County, Maryland on Tuesday, July 30, thirtieth at one o'clock in the afternoon the property in said proceedings mentioned that is to say:

All that tract or parcel of land situate, lying and being in the Sixth Election District of St. Mary's County, Maryland, called and known as "Part of Rectification Manor" containing about twenty-five acres of land more or less, and being the tract or parcel of land acquired by William C. Harris, now deceased by deed dated December 6, 1894, from George C. Abell and others

and duly recorded among the Land Records of St. Mary's County, Maryland in Liber J. J. S. No. 2, folio 400, except the land conveyed to the State of Maryland to the use of the state roads commission for a right of way same being shown on plat No. 1222 now of record among the Land Records of St. Mary's County, Maryland. The above land being also the land acquired by the said Francis Emke Norris under the last Will and testament of William C. Norris which said Will has been duly admitted to probate and is now of record in the office of the Register of Wills for St. Mary's County in Will Book R. C. No. 1, folio 300.

The above farm is situated on the state road running from Hollywood to Clarke's Landing and is improved by a dwelling house in fair repair, barn and necessary out buildings. The soil is adapted to the growth of all staple crops.

Terms of sale as prescribed by the decree are cash upon Ratification thereof by the Court.

A deposit of Two Hundred and Fifty Dollars ($250.00) will be required of the purchaser or purchasers on the day of sale and at the time of sale. Conveyancing, revenue stamps, recording, etc., to be at the expense of the purchaser or purchasers.

Philip H. Harvey, Jr.,
Trustee.

Filed Sept. 20, 1935.

Tax Bills
1933-34-35.

Mr. W. C. Norris.
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1933. Date September 1, 1933.

To County Tax on $1016 rate 94c on $100.	$ 9.16
To State Tax on $ " rate 22c on $100.	2.24
To 5 per cent commission on State Tax	.12
To interest on County Tax from Sept. 1, 1933	1.40
To interest on State Tax from Sept. 1, 1933	.38
	.20
	$14.24

No. 192.
Mr. W. C. Norris. Fifth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934. Date September 1, 1934.

To County Tax on $1016 rate 92c on $100.	$ 9.36
To State Tax on $ " rate 22c on $100.	2.25
To 5 per cent commission on State Tax	.12
To interest on County Tax from Sept. 1, 1934	.84
To interest on State Tax from Sept. 1, 1934	.20
	$12.77

No. 86
Mr. W. C. Norris Birch District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935. Date September 1, 1935.

To County Tax on $1016 rate $1.00 on $100.	$ 10.16
To State Tax on $ " rate 22c on $100.	2.25
To 5 per cent commission on State Tax	.12
To interest on County Tax from Sept. 1, 1935	.30
To interest on State Tax from Sept. 1, 1935	.07
	$12.90

Filed Sept. 20, 1935.

Copy of Final Account and Claims in the Combs Norris Estate.

This accountant charges himself with the amount of the inventory returned $137.00

And he craves allowance for the following payments and disbursements:

Loss on Sales	$24.85
Amount paid Jos. B. Drury for State and County taxes	$47.28
Administration expense in the Orphans' Court for St. Mary's County.	$22.50
Advertising Notice to Creditors St. Mary's Enterprise.	$12.00

This accountants commission on the whole amount of personals estate of decedent at the rate of 2% off 2%. $9.02

	1.00
Philip H. Harvey, Attorney fee	2.00
Amount balance in hand paid to Wm. C. Mattingly to apply on funeral bill	2.25
	$137.00 $137.00

Test:
Philip H. Harvey.

Bernard Goldsborough,
Administrator.

State of Maryland, St. Mary's County, to wit:

On this 11th day of June, 1935 before me, the subscriber the Register of Wills of St. Mary's County personally appeared Bernard Goldsborough and made oath in due form of law that the aforegoing account is just and true and that he has paid or secured the payment of every sum or sums for which he craves allowance, which after examination is passed by order of the Orphans' Court.

1730 N. E.

Test:
Addie C. Maddox
Register of Wills for St. Mary's County.

Claims against the Estate of Comdr Norris, deceased.

Harry Weiner	1934 Jany 23 (acct)		$ 2.90
W. W. Bowles	1934 Jany 23 (acct)		2.25
First Natl. Bank of St. Mary's	1934 Feby. 27. (Note and Int.)	B. N. Gatton, Francis C. Norris	76.03
First Natl. Bank of St. Mary's	1934 Feby 27 (Note and Int)	F. C. Norris	50.75
Jas. B. Drury	1934 Feby 27 (Judgmt. and Int.)		26.71
E. F. Greenwell	1934 March 12 (Med. acct.)		18.00
Robert N. Abell	1934 March 12 (Acct.)		15.00
John M. Noble	1934 March 27 (Acct.)		17.10
Milton C. Jay	1934 April 10 (Acct.) Filed for $57.00		8.75
Mrs. Julia Langley	1934 Aug. 14 (Acct) Passed for		28.50
Mrs. Lucille Stone	1934 March 28. (Acct)		120.00
Mrs. Julia Langley	May 28" 1935		28.00
Mrs. Lucille Stone	April 9th 1935		120.00

State of Maryland St. Mary's County, SS.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal, and of the Records, and of the Original Papers of the Orphans' Court for St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the First and Final Account and Claims of Comdr Norris late of said County deceased, taken from the same being taken from the Originals now kept in the office of Register of Wills of St. Mary's County.

In Testimony whereof I hereunto subscribe my name and affix the Seal of said Court and Office, this 19th day of September in the year of our Lord nineteen hundred and thirty-five.

Addie C. Maddox
Register of Wills for
St. Mary's County,
Maryland.

(Reg of Wills) (Seal)

Filed Sept. 23, 1935.

Bills
Reg. of Wills.

Mr. Philip H. Dorsey, Jr. Attorney
To Addie C. Maddox, Register
1935
Apr. 4 To Certified Copy of the Last Will and

Testament of William C. Norris, Deceased $1.75
Filed Sept. 4, 1935.
Mr. Philip A. Darcy, Jr.
To Addie C. Muddock, Register.
1935
Sept. 19th To Certified Copies of First and final account and Claims in the Combs Norris Estate. $2.25
Filed Sept. 23, 1935.

Note of Bernard Goldsborough.

$12.00 June 11th, 1935.
Due on demand after date, for value received, I jointly and severally promise to pay to the order of St. Mary's Enterprise - Twelve Dollars - Payable At St. Mary's Enterprise Office, Leonardtown, Md. With 6% interest and all costs and ten per centum commission for collecting the same, and I, we are either of us, whether makers or endorsers, hereby confess Judgment to be entered by the proper officials, at any time, after maturity, for the amount then due hereunder with all exemptions waived. The makers and endorsers of this obligation waive protest and notice of protest thereof.
Test:
C. Henry Camalier
J. Frank Guy.

Bernard his x Goldsborough mark.

Clerk of the Circuit Court for St. Mary's County.
Mr. Clerk:
Please audit from my share of the real estate belonging to Combs Norris deceased the attached note.
Witness my hand and seal this 11th day of June, 1935.
Test:
C. Henry Camalier
J. Frank Guy.

Bernard his x Goldsborough, mark. (Seal)

Filed Sept. 23, 1935.

Acct of Lucille Stone vs. Combs Norris Estate.
March 28, 1934
Bill against the estate of Combs Norris for services rendered him.
Board and lodging for three years $200.00
Washing " ironing " eight " $100.00
Total $300.00

Mrs. Lucille Stone
Hollywood, Md.

1730 N. 6.

The Court on April 9th 1935 passed the above claims for $ 170.00

Addie C. Maddox,
Register of Wills

Saint Mary's County, Ss:

On the 10th day of April nineteen hundred thirty-four before the subscriber, Register of Wills of said County, personally appeared Lucille Stone and made oath in due form of law that the aforegoing account, as stated, is just and true; and the best of his knowledge and belief, no part or parcel of the same has ever been, either directly or indirectly, paid, satisfied or secured.

Sworn before Anita C. N. Thrift.

Filed April 9th, 1935 recorded in Liber B.C. No. 1, Folio 71 etc. and examined per me.

Teste
Addie C. Maddox
Register of Wills.

Filed Sept. 27, 1935.

Copy of Judgment

Geo. F. Abell
Vs.
Bernard L. Goldsborough &
James C. Greenwell.

Before Thos. G. Strickland
Justice of the Peace of the
State of Maryland in and
for St. Mary's County.

Aug. 1st, 1935. Judgment confessed by defendants in favor of the Plaintiff for $69 Dollars, C. M. debt, with interest from June 5, 1935; with respective rights of exemption waived: 10 per cent Commission for Attorney's fees, and .50 costs.

Thos. G. Strickland J. P. (Seal)

True copy - Test:
Thos. G. Strickland J. P.

Amount $ 69.00
Interest $ .65
J. P. Costs .50

Received this 6th day of August, 1935, at 10:00 o'clock A. M. for record and same day recorded in J. P. Judg. Record Liber J. M. M. No. 1 Folio 160, No. 621 one of the records of St. Mary's Co., and examined by me.

Jos. M. Matthingly,
Clerk.

Recd. $0.25 Paid.
Filed Dec. 4, 1935.

Certificate from the Orphans' Court

Leonardtown,
January 14th, 1935

We hereby certify that a hearing was heretofore had on the Claim of Lucille Stone filed in the Estate of Combs Norris and after due consideration said Claim was ordered passed for ($150.00) one hundred and fifty Dollars.

Test:
Eddie C. Maddox
Register of Wills.

(Orphans' Court Seal)

Wm. C. Mattingly,
Chief Judge.
Adam T. Wible,
Associate Judge.

Filed Jany. 14, 1936.

Bill,
St. Mary's Enterprise

Mr. P. H. Harvey,
Trustee.

April	5, 1935	Order of Publication	9½ @ 1.50	$14.25
"	12, "	" " "	9½ @ .75	7.12
"	19, "	" " "	9½ @ .75	7.12
"	26, "	" " "	9½ @ .75	7.12
July	5 "	Adv. sale	10½ @ 1.50	15.75
"	12 "	" "	10½ @ .75	7.87
"	19 "	" "	10½ @ .75	7.88
"	26 "	" "	10½ @ .75	7.87
Aug.	2 "	Order of Nisi's		12.00
				$90.00

Filed Jany. 29, 1936.

Auditor's Report.
(First Account)

On account with Philip H. Harvey, Trustee for the sale of the Real Estate of Francis Combs Norris, deceased.

By amount of	proceeds from sale, per his report	$710.00	
To amt. due	Jas. M. Mattingly, Clerk, his fee		$ 21.50 pd.
" " "	Philip H. Harvey, Jr. Attorney, his fee		30.00
" " "	Wm. Aleck Loker, Attorney for Defendant		10.00
" " "	Philip H. Harvey, Jr., Trustee, his Commis.		42.60
" " "	C. Henry Camalier, Examiner, his fee		5.00
" " "	Maurice C. Thompson, Witness, his fee		.75
" " "	Ike Weiner, Witness, his fee.		.75
" " "	J. Bernard Love, Sheriff, his fees		5.00
" " "	Joseph C. Hagan, Sheriff, Balto. City.		1.90

To amt. due Addie C. Maddox, Reg. of Wills, copies		$4.00
" " " St. Mary's Enterprise, Advertising		90.00
" " " Charles A. Abell, Auctioneer, his fee		25.00
" " " Aloysius F. King, Auditor, his fee.		18.00
" " " Bound for preferred claims, taxes, Judgment, etc.		472.50
	$710.00	$710.00
By amount for preferred claims, etc. ut supra	$472.50	
To amt. due Wm. C. Mattingly, Funeral Bill balance		$ 149.54
" " " Dr. F. F. Greenwell, last illness		20.25
" " " Jos. B. Drury, Co. Treas. Taxes 1933-34		27.31
" " " Harrison Hobbs, Co. Treas, Taxes 1935.		12.90
" " " Joseph B. Drury, Judgment Lienor in full		63.51
" " distributable to General Creditors		198.69
	$472.50	$472.50
By amount for general creditors, ut supra	$198.69	
To amt. due Harry Weiner, Acct. & Int.		$ 3.25
" " " W. W. Bowles, Acct. & Int.		3.64
" " " First National Bank, Note & Int.		85.15
" " " First National Bank, Note & Int.		76.84
" " " Robert N. Abell, Acct. & Int.		16.80
" " " John W. Wible, Acct. & Int.		19.15
" " " Milton C. Jay, Acct. & Int.		9.71
" balance distributable to heirs		4.15
By amount for heirs, ut supra	$4.15	
To amt. due Lucille Stone, a niece 1/5		$ .83
" " " Mary M. Abell a niece 1/5		
$0.83 to M. Lena N. Graves, Judgment Lienor		.83
" " " Katherine Palmer, a niece 1/5		.83
" " " Bernard Goldsborough, a nephew 1/5		
To Jos. F. Abell, Judgment Lienor.		.83
" " " Xavier L. Goldsborough, a nephew 1/5.		.83
	$4.15	$4.15

(Record Account)

By amount of procuds from sale, per report	$710.00	
To amt. due Jos. M. Mattingly, Clerk, his fee		$21.30 pd.

To amt. due Philip W. Dorsey, Jr. Attorney, his fee	$ 20.00	pd.
" " " Wm. Gleeck Laker, Atty. for Deft. Grones	10.00	pd.
" " " Philip W. Dorsey, Jr. Trustee, his commis	42.60	pd.
" " " C. Henry Canaday, Examiner, his fee	8.00	pd.
" " " Maurice C. Thompson, Witness, his fee	.75	
" " " Ike Weiner, Witness, his fee.	.75	
" " " J. Bernard Love, Sheriff, his fee	5.00	
" " " Joseph C. Deegan, Sheriff, Baltimore City	1.90	
" " " Addie C. Maddox, Reg. of Wills, Copies	4.00	
" " " St. Mary's Enterprise, Advertising	90.00	
" " " Charles C. Abell, Auctioneer, his fee	5.00	
" " " Aloysius J. King, Auditor, his fee	18.00	
" " dowst for preferred claims, taxes & judgments, etc.	472.50	
	$710.00	$710.00

By amount for preferred claims, taxes & Judgments etc. ut supra $472.50

To amt. due Wm. C. Mattingly, Funeral Bill balance, pd.	$149.84	pd.
" " " Mr. Francis Bushwell, last illness pd.	20.25	pd.
" " " Jas. B. Drury, Co. Treas., Taxes 1933-34 pd.	27.21	pd.
" " " Harrison Hobbs, Co. Treas., Taxes 1932 pd.	12.90	pd.
" " " Joseph B. Drury, Judgment Creditor, in Full	63.25	
" " distributable to general creditors.	198.69	
	$472.50	$472.50

By amt for general creditors, ut supra $198.69

To amt. due Harry Weiner, Acct. & Int. $3.25 .0037		$	1.64 pd.
" " " W. W. Bowles, Acct & Int. 2.64	"		1.83 pd.
" " " First Natl Bank, Note & Int. 82.12	"		42.89 pd.
" " " First Natl Bank, Note & Int. 56.84	"		28.62 pd.
" " " Robert W. Abell, Acct. & Int. pd 16.50	"		8.46 pd.
" " " John M. Wilkie, Acct. & Int. 19.12	"		9.62 pd.
" " " Milton C. Jay, Acct & Int. pd 9.71	"		4.89 pd.
" " " Julia Langley, Acct & Int. pd 31.92	"		16.08 pd.
" " " Lucille Stone, Acct. & Int. pd. 168.00	"		84.62 pd.
		$198.69	$198.69

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the proceedings in the above entitled cause, and from them has stated the resulting accounts first, charging the Trustee with the proceeds from sale, and, after crediting him with his costs and expenses of suit; he has allowed the preference claims for burial, doctor in last illness, taxes and judgment

claim, he has from this point stated two separate and distinct accounts on account of two bills found in the proceedings, which were passed by the Orphans' Court, but which there seems a legal difficulty in determining whether they are properly proved or not, namely the accounts of Lucille Stone for washing, etc for eight years and board for three years and that account of Julia Langley for nursing in last illness, both of whom are to the information of the Auditor, relatives of the deceased. In the first account they are excluded and in the second account are classed with general creditors of the deceased the balance in the first account is distributed of the heirs of the deceased as their interests appear in the Bill of Complaint.

All of which is respectfully submitted

January 29th, 1936. Alex. F. Fine
Auditor.

Filed Jany. 30, 1936.

Exception to Audits.

To the Honorable, the Judges of the said Court:

Your Petitioner, Julia Langley, by Wm. Aleck Loker, her attorney, objects to the First Account of the Auditor filed in the above entitled case because it does not allow any distribution on her claim against the estate of Cosbie Harris, filed in the above entitled case; and your Petitioner also objects to the Second Account of the Auditor filed in the above entitled case because of pro rata distribution allowed therein on her said claim is not figured on the full amount of the claim.

Your Petitioner therefore prays that the two audits made and filed in the above entitled case be rejected and an order be passed requiring a new audit in this case allowing distribution on the full amount of her said claim if there be sufficient funds for that purpose and if there be insufficient funds then a pro rata distribution on the full amount of her said claim.

And for such other and further relief as her cause may require.

Wm. Aleck Loker.

Filed Feby. 12, 1936.

Exception to First Audit

To the Honorable, the Judges of the said Court:

Your petitioner, Lukielle Stone, objects to the first Account of the Auditor filed in the above entitled case because it does not allow any distribution on her claim against the estate of Cosbie Harris filed

in the above case, and to the second audit because the proportionate distribution was not allowed on the full amount of claim filed.

Your Petitioner therefore prays that the first and second audit made and filed in the above entitled case be rejected and an order be passed in the premises respecting same.

Lucille Stone,

Filed Mar. 2, 1936.

Order of Court.

Ordered by the Circuit Court for St. Mary's County, in Equity, in the above case, that the exceptions filed to the First Account herein, be and the same are sustained and that the second account filed herein be ratified and confirmed unless cause to the contrary be shown on or before the day of , 1936.

Notice to be given by publication of the usual Nisi Order.

Wm. Mowell Baker,
Judge.

Filed Mar. 25, 1936.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th day of March, 1936 that the report and second account made and stated by the Auditor be ratified and confirmed unless cause to the contrary be shown on or before the third monday of April next; provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, for four successive issues before the said third Monday of April next.

Jas. M. Mattingly,
Clerk.

Filed Mar. 25, 1936.

Receipt from Auditor

Received of Philip W. Dorsey Jr. $18.00 Eighteen for audit in #1730 N. E. Stone Trustee Abell et al.

Alex. F. King,
Auditor.

1737 N. E.

Mildred Raley Van Rysewick and J. Thomas Van Rysewick, her husband

Plaintiffs

Vs.

J. Howard Raley and Jeannette R. Raley, his wife, Grace C. Dennis and Charles F. Dennis, her husband, Bernadette Quark and Elbert P. Quark, her husband, Walter Raley and Nellie Raley, his wife, John Dennis Raley and Evelyn B. Raley, his wife, and The First National Bank of St. Mary's at Leonardtown, a body corporate, lienor,

Defendants

In the Circuit Court for St. Mary's County, Maryland.
In Equity No. 1737 N. E.

Bill of Complaint for sale of real estate for purpose of Partition, with one exhibit.

To the Honorable, the Judges of said Court;

Your Orators complaining say:—

First, that a certain John M. Raley, deceased, departed this life, in St. Mary's County, Maryland, on January 10th, 1935, intestate and seized and possessed of the tract or parcel of land in the Fourth Election District of St. Mary's County, Maryland, which is more particularly described as follows, that is to say:

All that tract or parcel of land, situated as aforesaid called "Clark's West Discovery," "Bachelors Rest" Part Roaches Discovery," and "Hayden's Risk," or by whatsoever other name or names the same may be called and known, containing 131 acres, more or less, and also four smaller pieces or parcels of land aggregating 4 3/4 acres, more or less, all now comprising one farm land being the same that was conveyed to John M. Raley and J. Elizabeth Raley, his wife, as tenants by the entireties, in fee simple, by deed from Joseph N. Ching, Trustee, dated February 9, 1923, and recorded among the Land Records of St. Mary's County, Maryland in Liber J. M. M. No. 1, folio 345. Copy of said deed being herewith filed and marked "Plaintiffs exhibit 'A'."

Second, that J. Elizabeth Raley, wife of the said John M. Raley, departed this life on or about December 27, 1932, survived by her husband John M. Raley who thereby acquired sole fee simple interest in the real estate above mentioned and conveyed as aforesaid.

Third, the said John M. Raley left surviving him as his sole heirs at law his children, namely:

J. Howard Raley, a son who married Jeannette R. Raley,

Walter Raley, another son who married Nellie Raley,
John Hennis Raley, another son who married Evelyn B. Raley, and one of your Orators, the said Mildred Raley Van Resvick, a daughter who married J. Thomas Van Resvick, the other plaintiff, all of whom are adults and reside in St. Mary's County, Maryland, also Grace C. Davis, a daughter who married Charles F. Davis, and Bernadette Ruark, another daughter who married Elbert P. Ruark, all of whom are adults and reside in Baltimore City, State of Maryland.
Fourth, that at the September, 1931 Term of the Circuit Court for St. Mary's County, Maryland, The First National Bank of St. Mary's at Leonardtown, a body corporate, obtained a judgment against the said John M. Raley and J. Elizabeth Raley his wife, for the amount of $1900.00, with interest and costs, and 10% attorney fee for collection and at the March 1932 Term of the aforesaid Court the said The First National Bank of St. Mary's at Leonardtown obtained a judgment against Mildred Raley Van Resvick and J. Thomas Van Resvick, your Orators, and J. Howard Raley, Jeannette R. Raley, Grace C. Davis, Charles F. Davis, Bernadette Ruark, Elbert P. Ruark, Walter Raley, Nellie Raley, John Hennis Raley and Evelyn B. Raley, for the amount of $1516.00 with interest and costs and 10% attorney fee for collection whereupon the said The First National Bank of St. Mary's at Leonardtown, Liener, is made a party to this proceeding.
Fifth, That your Orators are advised and so aver that the said real estate is now the fee simple property of the above named heirs at law of the said John M. Raley.
Sixth, That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make a fair division of said interests it will be necessary that said real estate be sold and the proceeds be divided among the parties entitled thereto, according to their several interests.
To the end therefore,
First, that a decree may be passed appointing a trustee to sell said real estate for division of proceeds of the sale among those entitled thereto as above set forth.
Second, that your Orators may have such other and further relief as his case may require
May it please your Honors to grant unto your Orators the writ of subpoena directed to the said J. Howard Raley, Jeannette R. Raley, Walter Raley, Nellie Raley, John Hennis Raley, Evelyn B. Raley, all adults of St. Mary's County, Maryland and to the said Charles F. Davis, Grace C. Davis, Bernadette Ruark and Elbert P. Ruark, all adults of Baltimore City, State of Maryland commanding them and each of them to be and appear, on some certain Day to be named therein, in this court to answer the premises and abide by and perform such order or decree as may

1727 N. E.

he passed therein.
And as in duty bound, etc.

Wm. Aleck Loker
Solicitor for Plaintiffs.

Filed June 12, 1925

Plaintiff's Exhibit A.

U. S. I. R. Stamps $9.50 Cancelled | This Deed, Made this 9th. day of February, in the year Nineteen hundred and twenty-three, by Joseph N. Ching, of Saint Mary's County, State of Maryland, trustee as hereinafter set forth.

Whereas, by a decree of the Circuit Court for Saint Mary's County, dated January 4th. 1923 and passed in a cause in said Court depending, wherein William R. Thrall and wife, were plaintiffs and Alice E. Thrall and others, were defendants, No. 1414 N. E., the above named Joseph N. Ching were duly appointed trustee with authority to sell at private sale for not less than the sum of ninety-five hundred dollars, the real estate in the proceedings in said cause mentioned, and

Whereas, after having given bond and complied with all the other requisites of the decree, the said trustee did, on the fifth day of January, 1923, sell the property hereinafter described being the property mentioned in these proceedings in said cause at private sale, to John M. Raley and J. Elizabeth Raley, his wife, of Saint Mary's County, State of Maryland, as tenants by the entireties, at and for the sum of ninety-five hundred dollars, which said sale has been duly reported to and ratified by said Court and the purchase money fully paid to the said trustee.

Now therefore, this deed witnesseth that in consideration of the premises and of the sum of One dollar, the said Joseph N. Ching, Trustee as aforesaid does hereby grant and convey unto the said John M. Raley and J. Elizabeth Raley, his wife, as tenants by the entireties, in the simple, all the right and title of all the parties to the aforesaid cause in and to all those tracts, pieces or parcels of land of which J. Clement Cawood died seized and possessed situate, lying and being in the Fourth Election District of Saint Mary's County, State of Maryland that is to say:

All those tracts or parcels of land called and known by the names of "Clarke's West Discovery," "Bachelor's Rest," "Part Roache's Discovery" and "Hayden's Risk," containing in the aggregate one hundred and thirty-one acres, more or less; "also one lot or parcel of land containing one and one-half acres more or less, which is particularly described as beginning for the same

at a stone planted on the east side of the public road leading from St. Clements Bay to Chaptico, and near a large oak tree and running thence from said stone in a northerly direction about 6½ yards, thence in a north-easterly direction about 173 yards to a round stone, thence in a northerly direction about 65 yards to a large oak stump, thence in a southerly direction about 2½ yards, thence in a easterly direction 6 feet to the place of beginning, all of the above mentioned land being the same and all the land conveyed to J. Clement Cawood by deed dated January 4th 1888 from Joanna Cawood and others, recorded among the Land Records of said Saint Mary's County in Liber J.F.T. No. 10 folio 276 et seq., to which deed reference is hereby made; and also all that lot or parcel of land called and known as "Part Basford" lying near the head of St. Clements Bay containing about one and three-eights acres, which is particularly described in a deed dated December 28th 1892 from John A. Russell and wife, to said J. Clement Cawood, and recorded in Liber J.F.T. No. 13, folio 537 et seq., and also all that lot or parcel of land called and known as "Part Fenwick's Gain with Addition" and Part Rook's Discovery" but more commonly called by the name of "The Brick Farm" containing about one acre of land, which is particularly described in a deed dated December 26th 1892, from R. Bruce Tippett and others, to J. Clement Cawood, and recorded in Liber J.F.T. No. 13, folio 538 et seq., and also all that lot or parcel of land situated on the southwesternmost side of the "Brick House Farm" containing two acres more or less, and which is the same land conveyed to said J. Clement Cawood by deed dated August 15th 1896 from William B. Long and others, and recorded among the Land Records of St. Mary's County in Liber J.J.S. No. 4 folio 104 et seq. All of the aforementioned and enlarged tracts or parcels of land constitute the farm in the Fourth Election District of said St. Mary's County of which J. Clement Cawood died seized and possessed and for further reference as to title thereto, see the three following deeds dated recorded among the Land Records of said County, namely: Deed Carrie May Thrall and husband to William R. Thrall, dated January 12th 1918, recorded in Liber E.B.A. No. 16 folio 521; Deed James C. Cawood to Wm. R. Thrall, dated January 21st 1921, recorded in Liber E.B.A. No. 19 folio 434; and Deed (Confirmatory) from Carrie May Thrall to Wm. R. Thrall, dated November 30th 1922, recorded Liber J.M.M. No. 1, folio 268.

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

To Have and to Hold the lots, tracts, pieces or

parcels of land and premises above described and mentioned, and hereby intended to be conveyed, unto and to the said John M. Raley and J. Elizabeth Raley, his wife, as tenants by the entireties, in fee simple.

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

Witness:
Kenneth B. Burke.

Joseph H. Ching, (Seal)
Trustee.

State of Maryland, Saint Marys County, to wit:

I Hereby certify that on this 9th. day of February, in the year Nineteen hundred and twenty-three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Saint Marys County, personally appeared Joseph H. Ching, Trustee as aforesaid, and acknowledged the aforegoing deed to be his act.

Kenneth B. Burke,
J. P.

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed, from Joseph H. Ching, Trustee, to John M. Raley and J. Elizabeth Raley, his wife, as tenants by the entireties, dated February 9, 1923, as recorded in Deed Liber J. M. M. No. 7, Folio 345, et seq., one of the Land Records of the County and State aforesaid, on the 9th day of February, in the year 1923, at 11:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland this 14th. day of June, in the year One thousand nine hundred and thirty-five.

(Court Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Marys County,
Maryland.

Filed June 14, 1935.

Subpoena to Answer Bill of Complaint.

St. Marys County, to-wit:

The State of Maryland to J. Howard Raley, Walter Raley, John Dennis Raley, Jeannette G. Raley, Nellie Raley, Evelyn B. Raley, of Saint Marys Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court for St. Marys County, at the Court House in said County, on the First Monday of July, 1935 to answer

the Bill of Complaint of Mildred Raley Van Ryswick et vir for sale of real estate of John M. Raley, deceased, against yours in said Court exhibited.
Herof fail not, as you will answer the contrary at your peril.
Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial Circuit, the 25th day of June, 1935.
Issued 25th. day of June, 1935.

(Court)
(Seal)

Jos. M. Mattingly
Clerk.

Notice to the person summoned.
Personal attendance in Court on the day named in the above subpoena is not required. The Defendants are required to file their answer or other defense in the Office of the Clerk of the Circuit Court for St. Mary's County, within fifteen days after the return day.
Filed June 27, 1935.

Answer of Grace C. Davis, Charles F. Davis, Bernadette E. Quark and Elbert P. Quark.

To the Honorable the Judges of said Court:-
The answer of Grace C. Davis and Charles F. Davis, her husband, and Bernardette Quark and Elbert P. Quark, her husband to the bill of Complaint of Mildred Raley Van Ryswick and J. Thomas Van Ryswick against them and others in this Court exhibited.
These defendants admits the matters and facts set forth in said bill of complaint, and consent to the passage of such decree as may be right and proper in the premises.
And as in duty bound, etc.

Grace C. Davis
Charles F. Davis
Bernardette E. Quark
Elbert P. Quark.

Filed June 25, 1935.

Answer of The First National Bank of St. Mary's, at Leonardtown, Md., a Corporation.

To the Honorable, the Judges of said Court:-
The answer of The First National Bank of St. Mary's at Leonardtown, a body corporate, to the bill of complaint of Mildred Raley Van Ryswick and J. Thomas Van Ryswick against it and others in this Court exhibited.
This defendant answering says:-
1. That it admits the matters and facts set forth in said bill of complaint and assents to the passage

1737 N. E.

of such decree as may be right and proper in the premises, and prays that its two judgments, copies of which are herewith filed in these proceedings, be paid out of the proceeds of the sale of the real estate mentioned in these proceedings.

The First National Bank of
St. Marys,
Leonardtown, Maryland.
By. Geo. H. Dorsey,
President.

Test:
R. Bascom Braun Jr.
Cashier. (Corp.) (Seal)

Filed June 22, 1932.

Summon

Summoned omnes and copy left with each.

J. B. Lone,
Sheriff.

Filed June 27, 1932.

Short Copy of Judgment.

In the Circuit Court for St. Marys County.

Jas. M. Mattingly,
Clerk.

No. 13 Docket Vol. Appr.
Term September, 1931, Page 17.

The First National Bank of St. Marys, at Leonardtown, Md., a Corporation. Plaintiff Vs. John M. Raley and J. Elizabeth Raley. Defendants	Plaintiff's Costs $8.05 " " Atty. Com 90.00 Defendant's Costs. November 2, 1931, Judgment in favor of Plaintiff for $1,900.00 with interest from October 21, 1931, and costs; with rights of exemption.

Received payment of $3.05
Clerk's Costs Nov. 2, 1931.

Wm. G. Fenwick, Deputy
Paid by B. H. Carpenter, Atty.

True Copy Test:
(Court) Jas. M. Mattingly,
(Seal) Clerk.

Filed June 22, 1932.

Short Copy of Judgment

No. 27 Docket Vol. Appr.
Term March, 1932, Page 21

In the Circuit Court
for St. Mary's County
Jas. M. Mattingly,
Clerk.

The First National Bank of St. Mary's, at Leonardtown, Md., a Corporation. Plaintiff

vs.

J. Howard Raley, Jeannette R. Raley, Grace C. Davis, Charles E. Davis, Bernardette Ruark, Elbert R. Ruark, Mildred Van Reswick, J. Thomas Van Reswick, Nellie Raley Walter Raley, John Dennis Raley and Evelyn B. Raley. Defendants.

Plaintiff's Costs $8.05
Defendant's Costs
May 20, 1935. Judgment in favor of Plaintiff for $1,516.98 with interest from May 18, 1935 and costs. With right of exemption waived and 10 per cent Attorney's fee for collection.

Received payment of $3.05
Clerk's Costs 5-20-35

Wm. G. Fenwick, Deputy

Paid by Wm. Allen Loker, Atty.

Filed June 25, 1935.

True Copy Test:
(Court) (Seal) Jos. M. Mattingly, Clerk.

Answer of J. Howard Raley and Jeannette R. Raley.

To the Honorable, the Judges of said Court:-

The answer of J. Howard Raley and Jeannette R. Raley, his wife, to the bill of complaint of Mildred Raley Van Resswick and J. Thomas Van Resswick, her husband, against them and others in this Court exhibited.

These defendants admit 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.

J. Howard Raley
Jeanette R. Raley

Filed July 1, 1935.

Answer of John Dennis Raley and Evelyn B. Raley.

To the Honorable, the Judges of the said Court:-

The answer of John Dennis Raley and Evelyn B. Raley, his wife, to the bill of complaint of Mildred Raley Van Resswick and J. Thomas Van Resswick, her husband, against them and others in this Court exhibited.

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

And as in duty bound etc.

John Hennis Raley
Evelyn B. Raley.

Filed July 1, 1935.

Answer of Walter C. Raley and Nellie L. Raley.

To the Honorable, the Judges of said Court:—

The answer of Walter Raley and Nellie Raley, his wife, to the Bill of complaint of Mildred Raley Van Reswick and J. Thomas Van Reswick, her husband against them and others in this Court exhibited.

These defendants admit the matters and facts set forth in said Bill of complaint and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

Walter C. Raley
Nellie L. Raley.

Filed July 12, 1935.

Decree.

The above cause standing ready for hearing and being submitted without argument the Bill and answers and all the other proceedings were, by the Court, read and considered—

It is thereupon this 23rd day of July in the year nineteen hundred and thirty-five by the Circuit Court for Saint Mary's County Adjudged, Ordered and Decreed that the property called, and known as "Clarke's West Discovery," "Bachelors Rest," Part Rawches Discovery," and Hayden's Risk," containing 121 acres, more or less, and the 4 smaller pieces aggregating 4¾ acres, more or less, all of which now comprises one farm, situate in the 4th Election District of St. Mary's County, Maryland being the real estate of which John M. Raley died seized and possessed, being all and the same property mentioned in the proceedings be sold and that Wm. Mack Loker, be and is hereby appointed Trustee to make said sale, and that the cause and manner of the 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 Eight thousand Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as he shall think proper, of the time, place, manner and terms of sale, which

shall be one-third cash on ratification of sale by this Court; one-third in one year and balance in two years from date of sale, the deferred payments to bear interest from date of sale, and the trustee shall require of the purchaser a deposit of Three hundred dollars ($300.) on date of sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before,) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law convey to the purchaser or purchasers, his, her, and their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claims of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such 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 the trust.

Wm. Mercell Loker,
Judge.

Filed July 23, 1935.

Trustee's Bond

Know All Men By These Presents, That we, Wm. Aleck Loker, Trustee, his Principal, and American Bonding Company of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight thousand dollars ($8000.00) 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, successors, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of September, in the year of Nineteen hundred and thirty-five.

Whereas, the above bounden Wm. Aleck Loker, by virtue of a decree of the Circuit Court for St. Mary's County, Maryland in Equity, passed on the 23rd day of July, 1935, in a cause entitled "Mildred Raley Van Rykwick et al., Plaintiffs, Vs. J. Howard Raley et al., Defendants", being No. 1737 N. E., was appointed Trustee to sell the real Estate mentioned in the proceedings in the cause herein referred to.

1737 N. E.

Now The Condition Of The Above Obligation Is Such, That if the above bounden Wm. Ulick Laker, Trustee, 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 order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and effect in law.
Test as to both:
Wm. G. Fenwick.

Wm. Ulick Laker (Seal)
Trustee.
American Bonding Company of Baltimore
(Corp.)
(Seal)
By Louis F. Uhell
Attorney in fact.

The within Bond with Surety is hereby approved this 6th day of September, 1935.

Jos. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 57.

Filed Sept. 6, 1935.

Petition for Release of Bond and Order thereon.

To the Honorable, the Judges of said Court:
The petition of Wm. Ulick Laker, Trustee, in the above entitled cause, respectfully shows:
1. That by a decree of this Court passed in the above entitled cause on July 23, 1935, your petitioner was appointed Trustee to sell the real estate described in these proceedings, and on the 6 day of September, 1935, he executed a surety bond with the American Bonding Company of Baltimore as surety, conditioned for the faithful performance of the trust reposed in him by said decree, for which bond your petitioner is required to pay an annual premium so long as there is any liability thereunder.
2. That your petitioner, after due notice, offered the said property for public sale at the Court House door in Leonardtown, St. Mary's County, Maryland on the 7 day of September, 1935 and although the sale was well attended he received no offer for the same that he considered adequate, consequently was compelled to withdraw the property from the sale and has since sought without success to effect a private sale of said property.
3. That your petitioner does not know when he will be able to effect a sale of said property and is advised that the recurring of an annual premium on said bond should be avoided by cancellation of the bond

heretofore filed in this cause and that a new bond be required to be filed before any sale of said property is effected.
Wherefore, the premises considered, your petitioner respectfully prays that by appropriate order, to be passed in this cause, the said bond may be cancelled and the surety therein be relieved of further liability thereon, and that your petitioner may have such other and further relief as his case may require.

Wm. Aleck Loker,
Trustee.

State of Maryland St. Mary's County, to wit:
I hereby certify that on this 17 day of September, 1935, before me the subscriber, the Clerk of the Court for St. Mary's County, Maryland, personally appeared Wm. Aleck Loker, Trustee in the above entitled cause, and made oath in due form of law that the matters and things stated in the aforegoing petition are true to the best of his knowledge and belief.

Jas. M. Mattingly
(Court) Clerk of the Circuit Court for
(Seal) St. Mary's County, Maryland.

Upon the aforegoing petition and affidavit, it is by the Circuit Court for St. Mary's County this 19 th day of October, 1935; ordered that the bond filed in this cause and mentioned in the aforegoing petition, be and the same is hereby cancelled and the said surety is hereby released from further liability thereon; and be it further ordered that the said Wm. Aleck Loker, Trustee as aforesaid, shall file a new bond in this cause in the penalty provided for in the decree passed herein and with surety to be approved by this Court or the Clerk thereof before he shall make a sale of the property described in these proceedings.

Wm. Mennell Loker,
Judge.

Filed October 18, 1935.

Petition to release bond and orders of Court.
To the Honorable, the Judges of the said Court:
The petition of Wm. Aleck Loker, Trustee, appointed by your Honorable Court to sell the real estate mentioned in the proceedings in the above entitled case, respectfully shows:
First: That in pursuance to the decree of your Honorable Court authorizing and empowering your petitioner to sell the said real estate of the late John M. Raley

your petitioner offered the same for sale at public auction but withdrew the same from the sale because of the lack of what then appeared to be adequate bidds for said real estate; the highest bid therefore being Forty-five hundred Dollars ($4500.00).

Second: That since the date of the said public sale your petitioner has earnestly sought to obtain a higher bid for the said property than that made at the public sale but has been unable to do so.

Third: That in as much as your petitioner feels satisfied that he will not be able to obtain for the said real estate a sum in excess of Five thousand Dollars ($5000.00), and in as much as your petitioner is anxious to save the costs of a bond for Eight thousand Dollars ($8000.00), which is the amount originally required by this Court in its decree passed in the above entitled case, your petitioner prays this honorable Court to pass an order reducing the amount of the bond necessary to be filed in this case to the sum of Five thousand Dollars ($5000.00).

Your petitioner advises that in the event he is able to obtain for the said real estate a sum in excess of Five thousand Dollars ($5000.00) he will promptly notify this Court of said fact at which time any necessary increase in the amount of the bond to be filed under these circumstances can be had by order of this Court.

Respectfully submitted:

Wm. Mack Laker.
Petitioner and Trustee.

Upon the aforegoing petition it is this 15th day of January, 1936, by the Circuit Court for St. Mary's County, Maryland, in Equity, ordered that the amount of the bond required to be filed in this case by the above named petitioner and trustee be and the same is hereby reduced to the sum of Five thousand Dollars ($5000.00).

Wm. Merrell Laker,
Judge.

Filed Jany. 15, 1936.

Bond of Trustee

Know all men by these presents, That we, Wm. Mack Laker, Trustee, as Principal, and the American Bonding Company of Baltimore, a body corporate, 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 State of Maryland 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, successors, administrators and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 24th day of January, in the year Nineteen hundred and thirty-six.

Whereas the above bounden Wm. Aleck Loker by virtue of a decree of the Circuit Court for St. Mary's County, Maryland, in Equity, passed on the 23rd day of July, 1935, in a cause entitled "Mildred Raley Van Reynvick et. al., Plaintiffs Vs. J. Howard Raley et. al. Defendants," being No. 1737 N. E., was appointed Trustee to sell the real estate mentioned in the proceedings in the cause herein referred to.

Now the condition of the above obligation is such, that if the above bounden Wm. Aleck Loker, Trustee, does and shall well and faithfully perform the trust reposed in him by the said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and effect in law.

Test as to both:
Anabel F. Barto. (Corp.) (Seal)

Wm. Aleck Loker, (Seal)
American Bonding Company of Baltimore,
Louis F. Abell
Attorney-in-Fact.

The within Bond with Surety is hereby approved this 24th day of January, 1936.

Jos. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 62.

Filed Jany. 24, 1936.

Trustee's report of Sale and Certificates

To the Honorable the Judges of said Court:

The petition of Wm. Aleck Loker, Trustee, respectfully states:

That he was duly appointed trustee to sell the property herein mentioned by a decree passed in this Court on the 23rd day of July, 1935, and that on the 7th day of September, 1935, between the hours of One and Two o'clock in the afternoon, after due notice by publication in the St. Mary's Beacon, a newspaper printed and published in St. Mary's County, Maryland, he offered at public auction on the aforesaid date the real estate of the late John M. Raley, mentioned and described in these proceedings, for sale, but withdrew the same from the sale because the highest bid received for the said

property was Forty-five hundred dollars ($4500.00), which your petitioner felt, at that time was an inadequate price for the said property.
That since the date of the said public offer for sale your trustee and petitioner has earnestly sought a higher bid for the said property but has been unable to obtain any higher bid for the same.
That your petitioner has negotiated for the sale of the said property and has been able to obtain an offer of Forty-five hundred dollars from A. Ringsley Long, who made the highest bid for same when it was offered at public ~~auction~~ sale, which said sum your petitioner now feels is a fair and adequate price for the land and the best price that can possibly be obtained therefor.
Your petitioner herewith files affidavits of two disinterested parties, who are well informed as to the values of real estate in St. Mary's County Maryland, setting forth that in their opinion the said offer of Forty-five hundred dollars ($4500.00) is a fair and adequate price for said property on the days market.
Yours petitioner further reports that the said A. Ringsley Love has paid a deposit of Three hundred Dollars ($300.00) to your petitioner and trustee, in compliance with the original offer, which your trustee has accepted.
Your petitioner therefor prays that said sale may be ratified and confirmed.
And as in duty bound etc.

Wm. Ulick Laker,
Trustee

State of Maryland, St. Mary's County, to-wit:
I hereby certify that on this 25th day of January, 1926, before me the subscriber, the Clerk of the Circuit Court for St. Mary's County Maryland, personally appeared Wm. Ulick Laker and made oath in due form of law that the matters and things set forth in the aforegoing petition are true to the best of his knowledge and belief.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th day of January, 1926, that the private sale of the property mentioned in the aforegoing petition and described in these proceedings, be ratified and confirmed unless cause to the contrary be shown on or before the time set forth in the usual order nisi.

Wm. Mewrell Lakes,
Judge.

I hereby certify that I am acquainted with land values in St. Mary's County, Maryland, and feel that I am competent to apparaise the value of land in said County and further that I know the property mentined in the attached petition known as "Clarkes West Discovery" "Bachelors Rest", "Part Roaches Discovery", "Hayden Rick" and "The home farm of the late John M. Raley, and in my opinion the sums of Forty-five hundred dollars ($4500.00) is a fair and adequate price for the same on todays market.

J. Julius Johnson,

Subscribed and sworn to before me this 24 day of January, 1936.
Witness my hand and Natarial Seal:

(N. P.)
(Seal)

J. Bernard Abell
Notary Public

Com. expires May 3- 37.

I hereby certify that I am acquired with land values in St. Mary's County, Maryland and fel that I am competent to appraise the value of lands in said County and fudther that I know the property mentioned in the attached petition known as "Clarkes West Discovery" "Bachelors Rest" "Part Roaches Discovery" "Haydens Rick" and "The home farm of the late John M. Raley," and in my opinion the sum of Forty-five hundred dollars ($4500.00) is a fair and adequate price for the same on todays market.

Claude E. Guy.

Subscribed and sworn to before me this 24 day of January, 1936.
Witness my hand and Natarial Seal:

(N. P.)
(Seal)

J. Bernard Abell,
Notary Public.

Com. expires May 3- 37.
Filed Jany. 25, 1936.

Order Nisi on Sale

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 25th day of January, in the year 1936, that the report of the private sale of the real estate situated in the Fourth Election District of St. Mary's County, Maryland, and mentioned and described in these proceedings numbered 1737 N. E. made and reported to this Court on the 25th day

of January, 1936, by Wm. Aleck Laker, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the Fourth Monday of February, next, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland once each week for four successive issues before the said Fourth Monday of February, 1936.
The report states that the said real estate sold for Forty-five hundred dollars ($4500.00).

Jos. M. Mattingly,
Clerk.

Filed Janiy. 25, 1936.

Certif. of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland
This is to certify, that the appended Notice of Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 7th day of September (Saturday) 1936 and that the first publication appeared in the issue of August 16th, 1935.

A. F. King,
Publisher.

(William Aleck Laker, Solicitor)
Trustee's Sale of Valuable Real Estate in St. Mary's County, Maryland.
(Farm of the late John M. Raley).

Under and by virtue of a decree of the Circuit Court for St. Mary's County, Maryland, in Equity (No. 1737, N. E.), in a case in said Court pending in which Mildred Raley Van Reswick et. al., are Plaintiffs and J. Howard Raley et. al, are Defendants, the undersigned as Trustee will sell at public auction at the Courthouse door at Leonardtown, St. Mary's County, Maryland at the hour One O'clock in the afternoon on Saturday, September 7, 1935; all that tract or parcel of land situate in the Fourth Election District of St. Mary's County, Maryland called and known as "Clarke's West Discovery", "Bachelors Rest", "Part Rawlins Discovery", "Haydens Risk", or by whatsoever other name or names the same may be known by containing 131 acres, more or less, and also four smaller parcels of land comprising in the aggregate 5-7/8 acres, more or less, (but containing as per the assessments records, 125 acres) all of which now comprises one entire farm and is the same of which John M. Raley died seized and possessed and being the same that was conveyed to the said John M. Raley and J. Elizabeth Raley, his wife, as

tenants by the entireties, by deed from Joseph H. Ching, Trustee, dated February 9, 1923, and recorded among the Land Records of St. Mary's County, Maryland in Liber J. M. M. No. 1, folio 345, Saving and Excepting from the sale of the above described land, the crops now growing thereon.

This property is very desirable for farming and residential purpose being located on the State Road from Clements to Hraptico about one mile from Clements and convenient to churches, schools, stores, etc. It is improved by a main dwelling house (11 rooms), two tenant houses, three barns, stable, corn house, granary, and other smaller buildings. The land consists of about 180 acres of arable land, balance in swamp and woods. The soil is well suited to the growth of staple crops.

Terms of Sale— One third at the ratification of sale, one third in one year and the balance in two years from the date of sale, the deferred payments to bear interest from the day of sale. Or all cash in the option of the purchaser. A deposit of $300.00 will be required of the purchaser on the day of sale. Conveyancing at the cost of purchaser.

Wm. Aleck Loker,
Trustee.
H. Bernard Long,
Auctioneer.

Filed Feby. 27, 1936.

Certif. of Publication of Order Nisi on Sale

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the fourth Monday in February, 1936 and that the first publication appeared in the issue of Jan. 29th, 1936.

A. F. King,
Publisher.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th day of January in the year 1936 that the report of the private sale of the real estate situated in the Fourth Election District of St. Mary's County, Maryland and mentioned and described in these proceedings numbered 1737 N. E. made and reported to this Court on the 25th day of January, 1936, by Wm. Aleck Loker, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the Fourth Monday of February, next, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland

once each week for four successive issues before the said Fourth Monday of February, 1936.

The report stated that the said real estate sold for Forty-five hundred dollars ($4500.00).

True Copy-Test:
Jos. M. Mattingly,
Clerk.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Filed Feby. 27, 1936.

Order of Final ratification of Sale

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 27th day of February, in the year nineteen hundred and thirty-six, that the sale of the property mentioned in these proceedings to A. Kingsley Love as made and reported by Wm. Mack Laker, Trustee, on January 25, 1936, be finally ratified and confirmed, no cause to the contrary thereof having been shown altho the notice required by the Order Nisi heretofore filed in this case appears to have been given as aforesaid by the Certificate of Publication of said Order Nisi herewith filed.

Wm. Mennell Laker,
Judge.

Filed Feby. 27, 1936.

Waiver

The County Trust Company of Maryland a body corporate, successor to the Eastern Shore Trust Company, a body corporate, hereby waives the priority of its liens, under the judgments of the Eastern Shore Trust Company vs. John W. Raley and Evelyn B. Raley, No. 27 Voluntary Appearances, September Term 1931, of the Circuit Court for St. Mary's County, Maryland, and Eastern Shore Trust Company Vs. Evelyn Bailey Raley and John Dennis Raley, No. 4 Voluntary Appearances June Term 1926 of the said Court, as to the funds realized from the sale of the property in the above entitled case (No. 1737 N. E.), in favor of the First National Bank of St. Mary's at Leonardtown, a body corporate, judgment creditor of J. Howard Raley et. al., in No. 27 Voluntary Appearances, March Term 1932 of the aforesaid Court, reserving however, the lien of its said judgments as to all sums that might be distributable to its said judgment debtors, from the said funds, after the payment of the aforesaid judgment of the said First National Bank of St. Mary's at Leonardtown.

Witness the hand and seal of J. Allan Coad, President of The County Trust Company of Maryland, a body corporate, and the corporate seal of the said body corporate, attested by Stephen M. Jones, its Cashier, this 12 day of June, 1936.

Test:
Stephen M. Jones,
Cashier.

(Corp.)
(Seal)

J. Allan Coad, (Seal)
President.

Filed June 15, 1936.
In reference to Auditor see page 263.

Short Copy of Judgment.

No. 4 Docket Vol. Appts. Term June, 1926 Page 10.

The Eastern Shore Trust Company, a body corporate, Plaintiff.
vs.
Evelyn Bailey Raley
John Dennis Raley, Defendants

Plaintiff's Costs $8.05
Defendants Costs $
June 22, 1926, Judgment in favor of $2,500.00 with interest from June 21, 1926 and costs; with rights of exemption waived and 10 per cent Attorney's fees for collection.

Received payment of $ 3.05
Clerk's Costs 6-22-26

Louis F. Abell, Deputy
Paid by L. Allison Wilmer, Attorney.

True Copy Test:
Jas. M. Mattingly
Clerk.

Filed June 23, 1926.

Bill

Pt. Marys Beacon.

To Saint Marys Beacon, Hdr. Leonardtown, Md.
Wm. Aleck Loker, Trustee
Sale of Real Estate Van Reynack vs. Raley #1737 N. E.

1935			
April 16	To Notice of Sale of Real Estate 10 4T.		37.50
1936			
March 31	" Nisi. on Sale		7.50
Jan	" Nisi on Audit		7.50
			$52.50

Filed June 23, 1936.

Auditor's Report.

In account with Wm. Aleck Loker, Trustee.
By amount from sale of Real Estate, per Trustee's Report $4,500.00

To amount due Jas. M. Mattingly, Clerk, his fee		$ 20.00
" " " Wm. Aleck Loker, Attorney, his fee		20.00
" " " Wm. Aleck Loker, Trustee, his commission		270.00
" " " St. Marys Beacon, Advertising		52.50
" " " J. Bernard Long, Sheriff, his fee		6.00
" " " Co. Md. Ins. Agency, Prem. on Bond.		30.00
" " " Wm. Bernard Long, Auctioneer, his fee.		5.00
" " " Alopius F. King, Auditor, his fee.		9.00
" balance for judgments, etc.		4077.50
	$4,500.00	$4,500.00

 1737 N. E.

By amount for Judgments, etc. ut supra		$4077.50	
To The First National Bank of St. Mary's at Leonardtown, Md., Judgment Liber A in full payment of judgment in the sum of $1,900.00			$1,946.05
" The First National Bank of St. Mary's at Leonardtown, Md., Judgment Liber A in full payment of judgment in the sum of $1,516.98			1,555.37
" balance to heirs of John M. & J. Elz. Raley			576.08
		$4,077.50	$4077.50
By amount for heirs, et supra		$ 576.08	
To J. Howard Raley, a son	1/6		$96.02
" Walter Raley, a son	1/6		96.02
" John Dennis Raley, a son, The County Trust Company of Maryland successor to The Eastern Shore Trust Company, in part payment of judgment in the sum of $2,500.00			96.01
" Mildred Raley Van Reswick, a daughter	1/6		96.01
" Grace C. Davis, a daughter	1/6		96.01
" Bernadette Ruark, a daughter	1/6		96.01
		$576.08	$576.08

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account; first charging the Trustee with the proceeds from sale, and after crediting him with his costs and expenses of suit and his commissions, he then distributed to The First National Bank of St. Mary's at Leonardtown Md., an amount to satisfy their two judgments, the County Trust Company having filed waiver in favor of the First National Bank of St. Mary's, at Leonardtown, Md., then the balance is distributed to the heirs of John M. and J. Elizabeth Raley, as their interests appear in the Bill of Complaint.

All of which is respectfully submitted.

June 24, 1936.

Alay. F. King,
Auditor.

Filed June 25, 1936.

Order Nizi on Audit

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th Day of June in the year nineteen hundred and thirty-six, that the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the 21st day of July, 1936, provided

a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once each week for four successive weeks before the said 21st day of July, 1936.

Jos. W. Mattingly,
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed June 25, 1936.

Order of final ratification and reference to Auditor

Ordered, this 17th day of June, 1936, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, altho due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause and the trustee is to be allowed the usual commission and such proper expenses as he shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

Wm. Mearell Loker,
Judge.

Filed June 17 1936.

Certif. of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi #1737 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County Maryland once a week for four successive weeks, prior to the 21st day of July, 1936 and that the first publication appeared in the issue of June 26th, 1936.

A. F. King,
Publisher.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 25th day of June, in the year nineteen hundred and thirty-six, that the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of July, 1936, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once each week for four successive weeks before the said 21st day of July, 1936.

Jos. W. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

True Copy Test:
Joseph W. Mattingly
Clerk.

Filed July 20, 1936.

1737 N. E.

Final Ratification of Audit

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 21st day of July in the year nineteen hundred and thirty-six, that the Report of the Auditor made, stated and filed in the above entitled case 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 shown by a certificate of publication of publication of the Order Nisi on said account heretofore filed in this case.

Wm. Merrell Lake,
Judge.

Filed July 21, 1936.

Anna M. Yeahawer,
Plaintiff

Vs.

Edwin G. Yeahawer, single,
William A. Emery, single,
John H. Heitmuller, single,
Gertrude E. Lederer, and
John Lederer, her husband,
William A. Heitmuller and
Elizabeth Heitmuller, his wife,
Arthur G. Heitmuller, single,
Clara C. Carder and
George Carder, her husband,
Ida L. Payne and
Mason Payne her husband,
John B. Yeahawer and
Louise Yeahawer, his wife,
and William Yeahawer, ~~minor~~,
single,

Defendants

In the Circuit Court for
St. Mary's County, Maryland
In Equity, No. 1748 N. E.

Bill for the sale of Real Estate for purpose of partition,
with one exhibit

To the Honorable the Judges of said Court:—

Your orator complaining says:

First: That a certain Gertrude E. Berens, deceased, departed this life in the City of Washington, District of Columbia, on the 4th day of September, 1934, intestate and seized and possessed of those tracts or parcels of land situated in the Second Election District of St Mary's County, Maryland, more particularly described as follows, that is to say: Lots numbered 43 and 44 in Henry J. Juneman's addition to his subdivision of a part of the land acquired by him from the heirs of Jas. E. Price and James C. Carter, and known as "Tall Timbers on the Potomac" said subdivision recorded in the Land Records of St. Mary's County Maryland on November 16, 1921, in Liber E. B. A. No. 2, Folio 186 and the addition to the subdivision recorded in the Land Records of the aforesaid County in Liber J. M. M. No. 2, Folio 322. They being the same lots that were conveyed to the said Gertrude E. Berens by deed from Henry J. Juneman et ux., dated February 16, 1925, and recorded among the Land Records of the aforesaid County in Liber J. M. M. No. 3 Folio 39, a certified copy of which said deed is herewith filed marked "Plaintiff's Exhibit 'A'."

Second, that the said Gertrude E. Berens, widow at the time of her death, having no husband, descendant, mother nor father surviving her, left as her only heirs at law the following persons:

Anna M. Yeahawer, an unmarried sister, and Edwin G. Yeahawer, an unmarried brother, both residents of North Woodside,

Montgomery County Maryland; William G. Avery an unmarried nephew residing Washington, D.C., who is the only child of Clara Avery, a sister of the said Gertrude E. Burns, who died prior to her death; the following niece and nephews, the only children of Emily V. Heitmuller, a sister of the said Gertrude E. Burns, who died prior to her death, namely: John H. Heitmuller, single and a resident of Washington, D.C., Gertrude E. Lederer, who is married to John Lederer, residents of Washington, D.C., William A. Heitmuller, who is married to Elizabeth Heitmuller, residents of Farmington, in the State of Delaware, Arthur G. Heitmuller, single and a resident of Farmington, in the State of Delaware, Clara C. Carder, who is married to George Carder, residents of Lee Heights in Arlington County, State of Virginia, and Ida L. Payne, who is married to Mason Payne, residents of Washington, D.C.; also two nephews, the only children of John C. Yeabower, a brother of Gertrude E. Burns, who died prior to her death, namely: John B. Yeabower, who is married to Louise Yeabower, residents of Silver Springs, Maryland and William Yeabower, single and residing at Silver Springs, Maryland. All of the above named heirs at law of the said Gertrude E. Burns, except William Yeabower, a minor, are adults.

Third, That your Orators are advised and so avers that said real estate is now the fee simple property of the above named heirs at law of the said Gertrude E. Burns.

Fourth, That the said tract or parcel of land is improved by a dwelling house thereon erected.

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

Sixth, That it would be for the benefit and advantage of the minor interested in said real estate to sell the same and invest the money derived thereby, to which he would be entitled, in some productive fund for his benefit.

To the end therefore:

First, That a decree may be passed appointing a trustee to sell said real estate for a division of proceeds from said sale among those entitled as above set forth.

Second, That your Orators may have such other and further relief as their case may require.

May it please Your Honors to grant unto your Orators the writ of subpoena directed to Edwin B. Yeabower, who resides at Brookville Road and Second Avenue, North Woodside, Montgomery County Maryland, John B. Yeabower and Louise Yeabower who reside at Silver Springs, Maryland

and William Yeabower, a minor, who resides at Silver Springs, Maryland, commanding them and each of them to be and appear in this Court on some certain day to be named therein to answer the premises and abide by and perform such order or decree as may be passed therein; and also the order of publication giving notice to the said William S. Unery, John W. Reitmueller, Gertrude E. Lidrer, John Lidrer, William A. Reitmueller, Elizabeth Reitmueller, Arthur G. Reatmueller, Clara C. Carder, George Carder, Ida L. Payne, Mason Payne, all of whom are non-residents of this State, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause, if any they have why a decree should not be passed as prayed.
And as in duty bound etc.

Wm. Mack Loker,
Solicitor for Plaintiff.

Filed September 11, 1935.

Plaintiff's Exhibit "A"

U.S.I.R. Stamps #1.00 Cancelled

This Deed, Made this Sixteenth day of February in the year of our Lord one thousand nine hundred and twenty-five by and between Henry J. Juenemann and Josephine C. Juenemann, his wife, both of the City of Washington and District of Columbia, parties of the first part, and Gertrude E. Berens, widow, of the City of Washington, District of Columbia, party of the second part:

Witnesseth, that in consideration of One Hundred Dollars ($100.00) and further valuable consideration, receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto the said Gertrude E. Berens, party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being in St. Mary's County and State of Maryland, being a part of the same land which the said parties of the first part obtained from the heirs of Jos. E. Price and James O. Carter by deed dated the fifteenth day of June, 1921, recorded in the Land Records of St. Mary's County, Maryland, in Liber E.B.A. No. 20 folio 184 and being described as follows, to wit:

Lots numbered Forty-three (43) and Forty-four (44) in Henry J. Juenemann's addition to his subdivision of a part of the land acquired by him from the heirs of Jos. E. Price and James O. Carter, and known as "Tall Timbers," on the Potomac," said subdivision recorded in the Land Records of St. Mary's County, State of Maryland, on the 18th day of November, in the year 1921, in Liber E.B.A. No. 20, folio 186, and the addition to the subdivision recorded in the Land Records of the same County and State on the 21st day of July in the year 1924, in Liber J.M.M. No. 2.

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

To have and to hold the before described piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Gertrude E. Berens, her heirs and assigns.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed, that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said party of the second part shall quietly enjoy said

land; that they have done no act to encumber said land: and that they will execute such further assurances of said land as may be requisite.

Witness our hands and seals.

Test:
George J. Geiger

Henry J. Juenemann (Seal)
Josephine C. Juenemann (Seal)

City of Washington, District of Columbia, S.S:

I hereby certify that on this 17 day of Feb. 1925, before the subscriber, a Notary Public, personally appeared Henry J. Juenemann and Josephine C. Juenemann, his wife, and did each acknowledge the aforegoing Deed to be their act.

In Testimony Whereof, I have affixed my official seal this 17 day of Feb. A.D. 1925.

N.P. Seal

George J. Geiger
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Henry J. Juenemann and Josephine C. Juenemann, his wife to Gertrude E. Berens, dated February 16, 1925, as recorded in Deed Liber J.M.M. No. 3, Folio 39 et seq., one of the Land Records of St. Mary's County, Maryland, on the 27th. day of February, 1925, at 9:00 o'clock A.M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Mary's County, State of Maryland, this 11th. day of September, in the year one thousand nine hundred and thirty-five.

Filed Sept. 11. 1935.

Court Seal

Jos. M. Mattingly, Clerk.

Answer of all defendants except Edwin G. Yeabower and William Yeabower, infts.

To the Honorable, the Judges of said Court:

The answer of William G. Emery, John H. Keitmuller, Gertrude E. Lederer and John Lederer, her husband, William A. Keitmuller and Elizabeth Keitmuller, his wife, Arthur G. Keitmuller, Clara C. Carder and George Carder, her husband, Ida L. Payne and Mason Payne, her husband, John B. Yeabower and Louise Yeabower, his wife, to the bill of complaint of Anna M. Yeabower, against them and others in this Court exhibited.

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

And as in duty bound etc.

William G. Emery
John H. Keitmuller
Gertrude E. Lederer
John H. Lederer
William A. Keitmuller
Elizabeth Keitmuller
Arthur G. Keitmuller
Clara C. Carder
George L. Carder
Ida L. Payne

ST. MARY'S COUNTY, to-wit: COPY

The State of Maryland

TO

William Yeabower, infant, Silver Springs

OF Montgomery County GREETING:

WE COMMAND AND ENJOIN YOU, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of October, 1935 to answer the Bill of Complaint of Anna M. Yeabower for sale of real estate of Gertrude E. Berens, deceased.

against you in said Court exhibited.

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

WITNESS, the Honorable ~~W. MITCHELL DIGGES~~ WALTER J. MITCHELL, Chief Judge of the Seventh Judicial Circuit, the 11th. day of September, 1935.

ISSUED 11th. day of September, 1935.

Jos. M. Mattingly, Clerk.

True copy-Test:
Jos. M. Mattingly, Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not **required, ~~but the Defendant is required to have his appearance entered in the Clerk's office of the said Court within 15 days day after the return day aboved named. He may then have 20 days in which to file his answer.~~**

The defendant is required to file his answer of other defense in the office of the Clerk of the Circuit Court for St. Mary's County within fifteen days after the return day.

CIRCUIT COURT

FOR

ST. MARY'S COUNTY

No. 1748 New Equity.....

Anna M. Yeabower

vs

Edwin G. Yeabower et al.

SUBPOENA TO ANSWER BILL OF COMPLAINT

ceived 13th Day of Sept.

1935 and forthwith deliver to the
riff of Montgomery County.

Clayton K. Watkins
Clerk

150 Summoned
and copy left
G. E. Bell
Sheriff

Filed .....

Filed Sept. 17. 1935

Mason E. Payne
John B. Yeabower
Louise Jane Yeabower.

Filed Sept. 30, 1935.

Answer of Edwin G. Yeabower.

To the Honorable, the Judges of said Court.

The answer of Edwin G. Yeabower to the bill of complaint of Anna M. Yeabower against him and others in this Court exhibited.

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

And as in duty bound etc.

Edwin G. Yeabower

Filed Sept. 30, 1935.

Subpoena to answer Bill of Complaint.

St. Mary's County, to wit:

The State of Maryland to William Yeabower, infant, Silver Springs, Maryland of Montgomery County, Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your Person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of November 1935 to answer the Bill of Complaint of Anna M. Yeabower for sale of real estate of Gertrude E. Burns, deceased, against You in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Judge of the Seventh Judicial Court, the 11th day of September, 1935.

Reissued 9th day of October, 1935.

(Court) (Seal) Jas. M. Mattingly
Clerk.

Notice to the Person summoned.

Personal attendance in Court on the day named in the above subpoena is not required.

The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned the within William Yeabower, infant, by reading to and leaving copy of this subpoena with the said William Yeabower, infant; copy also left with Mary A. Yeabower, mother of said infant and with whom said infant resides.

G. Edington Bell
Sheriff of Montgomery County, Maryland.

Filed Nov. 4, 1935.

Petition and order for appointment of guardian ad litem for infant defendant.

The Petition of Anna M. Yeahauer in the above entitled cause respectfully shows:
First; That William Yeahauer, defendant in the above entitled cause has been duly returned "summoned" but being an infant under the age of twenty-one years he can not answer or defend the above entitled suit for himself.
Second, That the said William Yeahauer, infant has no guardian or committee within the jurisdiction of this Court.
Your petitioner, therefore, prays your Honors to appoint a guardian ad litem to appear and answer for said William Yeahauer, infant.
And as in duty bound etc.

Wm. Meredith Baker,
Solicitor for Plaintiff.

Ordered this 8th day of November in the year 1935 by the Circuit Court for St. Mary's County, in Equity, upon the aforegoing petition that William G. Fenwick be and he is hereby appointed guardian ad litem to appear and answer for William Yeahauer, infant defendant in the above entitled cause and it is further ordered that upon filing of answer of said Guardian ad litem that this Case be referred to one testimony on the part of the plaintiffs.

Wm. Meredith Baker,
Judge.

Filed Nov. 8, 1935.

Answer of Infant defendant by Guardian ad Litem.

To the Honorable, the Judges of the said Court:-
The answer of William Yeahauer, infant, by William G. Fenwick, Guardian ad litem, duly appointed by the order of this Court, to the Bill of Complaint of Anna M. Yeahauer against him and others in this Court exhibited.
This defendant being an infant under the age of twenty-one years can not admit any of the matters and things in said Bill of Complaint alleged, submits his rights hereunder to the protection of this Court.
And as in duty bound etc.

Wm. G. Fenwick,
Guardian ad litem for
William Yeahauer, infant
defendant.

Filed Nov. 8, 1935

Answer of William Yeabower.

To the Honorable, the Judges of said Court:

The answer of William Yeabower, one of the defendants in this case, to the Bill of Complaint of Anna M. Yeabower against him and others in this Court exhibited.

This Defendant states that since the filing of an answer for him by William G. Fenwick his Guardian Ad Litem, duly appointed by an order of this Court filed in these proceedings and dated the 8th day of November, 1935, which said answer was filed in these proceedings on the 8th day of November, 1935, he became twenty-one years of age, having reached his majority on February 21st, 1936, and now for answer says that he admits the matters and facts set forth in the said Bill of Complaint and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound etc.

William Yeabower

Filed March 9, 1936.

Agreement to set case down for final hearing

It is hereby agreed that this case be set down for final hearing at once.

Wm. Aleck Loker,
Solicitor for Plaintiff.
Wm. G. Fenwick,
Guardian ad litem for
William Yeabower, infant defendant.

Filed March 9, 1936.

Decree.

The above cause standing ready for hearing and being submitted without argument the Bill and answers and all the other proceedings were, by the Court, read and considered—

It is this 12th day of March in the year nineteen hundred and thirty-six by the Circuit Court for Saint Mary's County, Adjudged, Ordered and Decreed, that the property called and known as Lots numbered 43 and 44 in Henry T. Jameman's addition to his subdivision of a part of the land acquired by him from the heirs of Jno. E. Price and James C. Carter, and known as "Tall Timbers" on the Potomac" being the real estate of which Gertrude E. Berry deceased, died seized and possessed and being all and the same property mentioned in the proceedings be sold and that Wm. Aleck Loker be and he is hereby appointed Trustee to make said sale, and that the terms and manner of the 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 Three thousand Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further 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 Saint Mary's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-half Cash upon the final ratification of sale and the balance in one year from date of sale, or all cash on final ratification of sale in the option of the purchaser, a deposit of $300.00 will be required of the purchaser on the day of sale and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustee shall, by a good and sufficient deed to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such 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 the trust.

Wm. Merrell Loker
Judge.

Filed Mar. 12, 1936.

Trustee's Bond

Know All Men By These Presents, That we, Wm. Merrell Loker, Trustee, as Principal, and The American Bonding Company of Baltimore, Maryland, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three thousand Dollars ($3000.00) to be paid to the State of Maryland 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, successors, executors, administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 19 day of May, in the year Nineteen hundred and

thirty-six.
Whereas the above bounden Wm. Aleck Loker by virtue of a decree of the Circuit Court for St. Mary's County, Maryland in Equity, passed on the 12th day of March, 1936 in a cause entitled "Anna M. Yeakawer Vs. Edwin S. Yeakawer et al." being No. 1748 N.E., was appointed Trustee to sell the real estate mentioned in the proceedings in the cause herein referred to.
Now, The Condition Of The Above Obligation Is Such, That if the above bounden Wm. Aleck Loker, Trustee, do and shall well and truly perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and effect in law.
Witness as to Seal:
Anabel F. Barto. (Corp.) (Seal)

Wm. Aleck Loker (Seal)
American Bonding Company of Baltimore
Louis F. Abell
Attorney-in-Fact.

Recorded in Bond Record Liber J. M. M. No. 1. Folio 65.

The within Bond is hereby approved this 9th day of May, 1936, at 9:20 o'clock A. M.

Jos. M. Mattingly,
Clerk.

Filed May 9, 1936.

Trustee's Report of Sale

To the Honorable, the Judge of said Court:
The report of Wm. Aleck Loker, Trustee, appointed by decree of this Court, passed in the above entitled cause, dated March 12, 1936, to make sale of the real estate therein mentioned, respectfully shows:
That after having given bond with security for the faithful performance of the trust reposed in him, which Bond has been approved by the Clerk of this Court, and after having complied with all the other requisites of the decree and the law in such matter, and having given notice of the time, manner and terms of sale by advertisements published in the St. Mary's Beacon, a newspaper printed and published in St. Mary's County, Maryland for at least three weeks prior to the sale, he did pursuant to said notice, attend at the Courthouse door in Leonardtown, St. Mary's County, Maryland on the 9th day of May, 1936, at Two o'clock P. M., and then and there proceeded to sell the 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

1748 N. E.

sold the same to Anna M. Yeabower, for the sum of Twenty-five hundred dollars ($2500.00) she being at that time and at that price the highest bidder therefore, the terms of sale, being cash on final ratification of sale, a deposit of Three hundred dollars having been paid by the purchaser at the time of and on the day of sale.

And your Trustee reports that said purchaser has complied with the terms of sale as required by the decree and he believes that the said purchaser will comply with the further terms of the sale to the satisfaction of your Trustee.

Respectfully submitted.

Wm. Aleck Loker,
Trustee.

State of Maryland St. Mary's County, to-wit:

I hereby certify that on this 9th day of May, in the year nineteen hundred and thirty-six, before me the subscriber, the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared Wm. Aleck Loker, Trustee, and made oath in due form of law that matters and things reported in the aforegoing report of sale are true to the best of his knowledge and belief and that the said sale therein reported was fairly made.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland

Filed May 9th, 1936.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 9th day of May, 1936, that the report of sale of the real estate situated in the Second Election District of St. Mary's County, Maryland, and mentioned and described in the proceedings numbered 1748 N. E., made and reported to this Court on May 9th, by Wm. Aleck Loker, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the Third Monday in June next; provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once each week for four successive issues before the said Third Monday in June next.

The report states that the said real estate sold for Two thousand and five hundred dollars ($2500.00)

Jas. M. Mattingly,
Clerk.

Filed May 9th, 1936.

Auctioneer's Report.

This is to certify that I acted as auctioneer for the sale of the two lots numbered 43 and 44 in Henry J. Jenemann's addition to his subdivision of Tall Timbers on the Potomac, situated in the second Election District of St. Mary's County, Maryland, being the land of which Gertrude E. Berdine died seized and possessed, sold by Wm. Alvin Loker, Trustee, in the case of Anna M. Yeabower Vs. Edwin G. Yeabower et al., No. 1748 N.E., on the Ninth day of May in the year nineteen hundred and thirty-six, and sold the same at Public auction at the Courthouse Door at Leonardtown, Maryland to Anna M. Yeabower, she being then and there the highest bidder therefor at and for the sum of Two thousand and five hundred dollars ($2500.00). I further certify that the sale was fairly made to the best of my knowledge and belief.

Chas. P. Abell
Auctioneer.

Filed May 23, 1936.

Certif. of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Notice of Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 9th day of May 1936. and that the first publication appeared in the issue of Mar. 20th 1936.

G. F. King,
Publisher.

(Wm. Alvin Loker, Solicitor)

Trustee's Sale of Two Valuable Waterfront Lots on the Potomac River in St. Mary's County, Md.

Under and by virtue of a decree of the Circuit Court for St. Mary's County, Maryland, in Equity (No. 1748 N.E.) in a cause in said court pending in which Anna M. Yeabower is plaintiff and Edwin G. Yeabower et. al. are defendants, the undersigned as Trustee will sell at public auction at the Court House door at Leonardtown, St. Mary's County, Maryland, at the hour of two o'clock in the afternoon on Saturday, April 11, 1936 at that place a parcel of ~~ground~~ land situate, lying and being in the second Election District of St. Mary's County, Maryland, and described as follows: Lots numbered 43 and 44 in Henry J. Jenemann's addition to his subdivision of a part of the land acquired by him from the heirs of Jos. E. Price and James O. Carter, and known as "Tall Timbers on the Potomac," said subdivision being recorded in the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 20, folio 186, and the addition to the subdivision being recorded in the aforesaid

Land Records in Liber J. M. M. No. 2, folis 322, and being the same pieces or parcels of land of which Gertrude E. Berens died seized and possessed and the same that were conveyed to the said Gertrude E. Berens by deed from Henry J. Junemann et. ux. dated February 16, 1922, and recorded among the aforesaid Land Records in Liber J. M. M. No. 2 folis 39 et. seq.

These two lots are very well situated, having a frontage of 100 feet on the Potomac River and depth of 200 feet and are improved by a fine cottage.

Terms of Sale: One Half Cash upon the final ratification of sale and the balance in one year from the date of sale, or all Cash on final ratification of sale in the option of the purchaser; a deposit of $300.00 will be required of the purchaser on the day of sale and deferred payment will bear interest from the day of sale.

Wm. Aleck Loker,
Trustee.

Filed June 16, 1936.

Certif. of Publication of Order Nisi on Sale.

This is to certify that the appended Order Nisi #1748 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County Maryland once a week for four successive weeks, prior to the third Monday in June, 1936 and that the first publication appeared in the issue of May 22nd, 1936

A. F. King,
Publisher.

Order Nisi is recorded on page 274 of this book.

Filed June 16, 1936.

Bill

Re. Md. Ins. Agency Prem. on Bond.

June 16, 1936.

Mr. Wm. Aleck Loker, Trustee, 1748 N. E.
"Yeahawer vs Yeahawer."

1936
May 9. To Premium on Trustee's Bond 12.00

Filed June 16, 1936.

Order of final ratification and reference to Auditor.

Ordered, this 16th day of June, 1936. By the Circuit Court for St. Mary's County, Maryland in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and con-

firmed, no cause to the contrary having been shown, altho due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause and the trustee is to be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

Wm. Mundell Laker,
Judge.

Filed June 17, 1936.

Bill - Adv.
St. Mary's Beacon.

#1748 N. E.
Anna M. Yeakawer vs. Edwin G. Yeakawer.
Trustee's Sale of Real Estate.

Wm. Aleck Laker,
Trustee.

1936			
Mar. 20	To publishing Notice of Sale - 9 in 4 t.s.		$ 23.75
	This sale was advertised and was withdrawn and republished.		16.90
May 22	Nisi on Sale - Nisi on Audit.		15.00
			$65.65

Filed June 17, 1936.

Statement of Taxes

Mr. Auditor:

Please allow the sum of $2.50, out of the proceeds of sale in this case to adjust taxes to the date of the sale of the property, May 9, 1936, in accordance with the agreement of the Trustee and the purchaser.

Wm. Aleck Laker,
Trustee.

Filed June 17, 1936.

Auditor's Report.

In account with Wm. Aleck Laker, Trustee.

By amount from sale of real estate, per Trustee's Report.			$2200.00
To amount due,	Jos. M. Mattingly, Clerk, his fee.	$ 17.50	
" " "	Wm. Aleck Laker, Attorney, his fee	30.00	
" " "	Wm. Aleck Laker, Trustee, his commission	120.00	
" " "	Charles P. Abell, Auctioneer, his fee	5.00	
" " "	R. E. Bell, Sheriff, his fee	1.00	
" " "	St. Mary's Beacon, Advertising	65.65	
" " "	Co. Md. Ins. Agency, Premium on Bond	12.00	
" " "	Aloysius J. King, Auditor, his fee	9.00	
" "	distributable to taxes, etc.	2209.85	
		$2200.00	$2200.00

1748 N. E.

By amount distributable to taxes, etc., ut supra	$2,209.85	
To amount due Harrison Hobbs, Co. Treas. taxes 1936 to date of sale, per Trustee's request.		$ 5.50
" " to Collateral Heirs for taxes etc.		2,204.35
	$2,209.85	$2,209.85

By amount for collateral taxes and Heirs	$2,204.35	
To amount due State of Maryland, Col. Ink. Taxes		$ 110.22
" " distributable to Col. Heirs		2094.13
	$2,204.35	$2,204.35

By amount distributable to Col. Heirs, ut supra	$2,094.13	
To amount due Anna M. Yeahawer, a sister 1/5		$ 418.83
" " " Edwin L. Yeahawer, a brother 1/5		418.83
" " " William A. Avery, a nephew 1/5		418.83
" " " John N. Keitmuller, a nephew 1/30		69.81
" " " Gertrude E. Lederer, a niece 1/30		69.81
" " " William G. Keitmuller, a nephew 1/30		69.80
" " " Arthur L. Keitmuller, a nephew 1/30		69.80
" " " Clara G. Carder, a niece 1/30		69.80
" " " Ida L. Payne, a niece 1/30		69.80
" " " John B. Yeahawer, a nephew 1/10		209.41
" " " William Yeahawer, a nephew 1/10		209.41
	$2,094.13	$2,094.13

To the Honorable, the Judge of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first, charging the Trustee with the proceeds from sale, and, after crediting him with his costs and expenses of suit, together with taxes to date of sale per his request and Collateral Taxes due the State of Maryland, the balance is distributed to the heirs of the deceased as their interests appear in the Bill of Complaint.

All of which is respectfully submitted.

Alay. F. King,
Auditor

June 23, 1936.
Filed June 23, 1936.

Order Nisi on Audit

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th day of June in the year nineteen hundred and thirty-six, that the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st

day of July, 1936, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once each week for four successive weeks before the said 21st day of July, 1936.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed June 25, 1936.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the annexed Order Nisi #1748 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 21st day of July, 1936 and that the first publication appeared in the issue of June 26, 1936.

A. F. King,
Publisher.
King.

For Order Nisi on Audit see page 278 of this book.
Filed July 20, 1936.

Final Ratification of Audit.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 21st day of July, in the year nineteen hundred and thirty-six, that the report of the Auditor made, stated and filed in the above entitled cause be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as shown by a certificate of publication of the Order Nisi as said accounts heretofore filed in this case.

Wm. Merrell Baker,

Filed July 21, 1936.

1739 N. E.

J. Albert Long and Mildred M. Long, his wife.
Vs.
F. Irving Long and Eunice Knott Long, his wife. Virgie Bailey and J. Frank Bailey, her husband. J. Robert Long, (2) and Alma L. Long, his wife, Lillian Long Abell and Spencer Abell, her husband. Mary Watkins and John H. Watkins, her husband.

In the Circuit Court for St. Mary's County, Maryland.

In Equity
No. 1739 N. E.

Bill of Complaint for the sale and partition of real estate with Exhibits "A." "B," "C," "D" & "E"

To the Honorable, the Judge of said Court
Your Orators, Complaining say:
1. That a certain J. Robert Long, late of St. Mary's County, deceased, was in his lifetime, and at the time of his death, seized and possessed of several tracts of land, situated in the Sixth Election District of said St. Mary's County, called and known as "Part of St. Joseph's Manor" and "Hopewell" which he acquired in his lifetime from Hilary Johnson, and wife by deed dated May 31st 1890 and recorded in Liber J. F. C. No. 12, folio 5-6 and from L. Stanley Johnson and wife by deed dated March 16th, 1912, and recorded in Liber E. B. A. No. 10 folio 101, and by deeds from Mary E. Butler and others, and Joseph L. Nelson and others, by deeds dated September 1913 and recorded in Liber E. B. A. No. 12, folio 79 and 80, as will appear from certified copies of the record of said deeds which filed as part hereof marked Exhibit "B," "C" "D" and "E," the first tract containing 104 acres more or less, the second tract 22 acres more or less and the third 224 acres more or less.
And that, being so seized and possessed, the said J. Robert Long, departed this life, in the year 1921 leaving a Last Will and Testament which was duly filed and Probated in the Orphans Court for St. Mary's County and duly recorded among the Will Records of St. Mary's County, Maryland, in Liber M. L. C. No. 1 Folio 198, a certified copy being filed herewith, and as part hereof marked Exhibit "A."
That in said Will he devised said real estate to his widow Nannie Long for her natural life.
That the said Nannie Long departed this life in the year 1932 and after her death to his children J. Albert Long, F. Irving Long, Junie, Lillian Long Abell and Mary Watkins, in equal shares in fee simple and who are owners thereof as Tenants in Common.
2. That J. Albert Long, whose wife is Mildred M. Long, F. Irving Long whose wife is Eunice K. Long, Virgie Bailey, whose husband is Frank Bailey, J. Robert Long, Jr.,

whose wife is Afme L. Long, Lillian Long Abell, whose husband is Spencer A Bell, Mary Wathen whose husband is John W. Wathen, are all of full age and adults residing in St. Mary's County, Maryland.

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

To the end therefore.

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

2. That the proceeds of said sale may be distributed between your orators - and the Defendants according to Equity and the terms of the Will.

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

May it please your Honors to grant with your orators the Writes of subpoena directed to Virtie Bailey and Frank Bailey, her husband, J. Irving Long and Emma K. Long, his wife, J. Robert Long, Jr. and Alma L. Long, his wife, Mary Wathen and John W. Wathen, her husband, Lillian Long Abell and Spencer A Bell, her husband, all adults and residing in St. Mary's 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.

And as in duty bound etc.

A. Kingsley Love,
Solicitor for Complainants.

Filed June 22, 1935.

Exhibit "A"

Last Will and Testament of J. Robert Long, deceased.

In the name of God. Amen. I, J. Robert Long, of St. Mary's County, in the State of Maryland, being of sound mind, memory and understanding and being desirous to settle my worldly affairs before it shall please Almighty God to call me hence, do therefore make and publish this my Last Will and Testament hereby revoking all former Wills heretofore made by me. First and principally I commit my soul into the hands of Almighty God, and my body to the earth to be decently buried at the discretion of my executor hereinafter named.

After the payment of my just debts and funeral charges, I give, devise and bequeath unto my beloved wife Nannie Long all my property real, personal and mixed, including money, and to be used by her

1739 N.E.

during her natural life, and after the death of my said wife. I then give, devise and bequeath to my children as follows:— Share and share alike, that is to say, J. Albert Long, F. Irving Long, Virtie Bailey, wife of Frank Bailey, J. Robert Long Junior, Lillian Long Abell wife of Spencer Abell, Mary Watkins, wife of John Watkins, in equal shares, in fee simple and absolutely to do with as they may see fit and proper.

It is my wish and I hereby direct and so will that the said J. Albert Long, F. Irving Long, Lillian Abell are to have an equal share with the other children so named after reducing from their shares the money they owe to me, or my estate for money advanced to them.

I hereby direct my executor hereinafter named and I so will the sum of one hundred dollars to erect a tombstone at the grave of my deceased daughter, Estelle Guy.

I hereby appoint my beloved wife Nannie Long to be the Executor of this my Last Will and Testament, and request the Honorable Judges of the Orphans' Court to excuse her from giving Bond.

In testimony whereof I hereto set my hand and seal this 22nd day of December, 1930.

J. Robt. Long (Seal)

Signed and acknowledged by the said J. Robert Long as and for his Last Will and Testament, in our presence, who each in his presence and in the presence of each other have hereunto have subscribed our names as attesting witnesses.

J. Fred Long
Joseph M. Kenneck.
A. Ringgold Love
Ft. Tenleytown.

St. Marys County, to-wit:
the 27th day of Jany, 1931, there came A. Ringgold Love and made oath in due form of law that he does not know of any Will or Codicil of J. Robert Long late of said County deceased, other than the above instrument of writing, and that he received the same from the Testator or at about the 22nd day of December 1930.

Sworn to before me.

Test:

Anita C. Dright
Register of Wills for
St. Marys County, Maryland

St. Marys County, Md.

On the 27th day of Janu. 1931, came J. Fred Long, Joseph M. Hancock and A. K. Lore subscribing witnesses to the aforegoing last Will and Testament of J. Robert Long late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that J. Fred Long together with Joseph M. Hancock and A. K. Lore subscribed their names as witnesses to this Will in the presence of request of the Testator, and in the presence of each other.

Certified by:

Anita C. Thrift,
Register of Wills for
St. Mary's County, Maryland.

In the Orphans' Court of St. Mary's County.

The Court, after having examined above last Will and Testament of J. Robert Long late of St. Mary's County deceased, and also the evidence addduced as to its validity, Orders and Decrees this 27th day of Janu. 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said J. Robert Long, deceased.

Test:
Anita C. Thrift.
Register of Wills

W. C. Mattingly
John R. Abell
Alexander Webb
} Judges.

State of Maryland, St. Mary's County, ss.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby Certify that the aforegoing is a true and full copy of the Last Will and Testament of J. Robert Long late of said County, deceased, taken from Liber M. L. C. No. 1. Folio 198 and now kept in the office of Register of Wills of St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 4th day of June. In the year of our Lord nineteen hundred and thirty-five.

(Reg. of)
(Wills)

Addie C. Maddox
Register of Wills for
St. Mary's County,
Maryland.

Filed June 22, 1935.

 1739 N. E.

Exhibit "B"

This Deed, made this Thirty first day of May, in the year, Eighteen hundred and ninety, by and Killery Johnson and Ann Maria Jones, his wife, of St. Mary's County, Maryland,

Witnesseth: that in consideration of the sum of five hundred dollars, we the said Killery Johnson and Ann Maria Johnson, his wife, do grant unto John R. Long, of the County and State aforesaid: All that part of the real estate of which the late Wilfred Gatton died seized and possessed, called and known as "Part St. Joseph's Manor", which begins at a stone now set on the public road leading to St. Joseph's Church, on the line of the land of Mrs. Killery Johnson & the tract hereby conveyed and running north about 200 yds. to another stone on said line; thence East to the land of F. Oscar Morgan to another stone; thence north with said line until it intersects the land of Mr. Dr. John T. Spalding: thence west with her line to another stone at the intersection of the land of the late William Morgan; thence with said last named land, south to another stone on the public road; thence the said road East to the place of beginning containing about 104 acres, more or less.

The intention of this deed is to convey to the said John R. Long two thirds interest in the whole tract which formerly belonged to the late Wilfred Gatton, the other one third thereof is now owned by Mrs. Killery Johnson, all of which will more fully appear by reference to the proceedings in Case 3 and 4 N Equity of the Circuit Court of Equity.

The above land is located in the 6th Election district of St. Mary's County.

Witness our hands and seals.

Test:
E. R. Evans.

Killery Johnson (Seal)
Ann Maria Johnson (Seal)

State of Maryland, St. Mary's County, Set:

I Hereby certify that on this 31st day of May, in the year, Eighteen hundred and ninety I before me, the subscriber, a Justice of the Peace of the State and County aforesaid personally appeared Killery Johnson and Ann Maria Johnson, his wife, and did each acknowledge the aforegoing deed to be their act.

E. R. Evans, J. P.

State of Maryland, St. Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Killery Johnson and Ann Maria Johnson, his wife, to John R. Long, dated May 31, 1890, as recorded in Deed Liber J. F. C. No. 12, Folio 56 et seq., one of the Land Records of St. Mary's County, State of Maryland, on the 31st. Day of May, 1890, at 4:00 o'clock P.M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 22 nd. day of June, in the year one thousand nine hundred and thirty-five.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed June 22, 1935.

Exhibit "C"

This Deed, Made this 16" day of March, in the year nineteen hundred and twelve, Plus us, I. Stanley Johnson and Ida F. Johnson, his wife, of Saint Mary's County, State of Maryland, Witnesseth.

That in consideration of the sum of one hundred and twenty-five dollars, the receipt of which is hereby acknowledged and for the purpose of settling a boundary line dispute between the parties to this deed, the said I. Stanley Johnson and Ida F. Johnson, his wife, do grant and convey unto J. Robert Long, his heirs and assigns, in fee simple, all that portion of the tract or parcel of land called "Part of St. Joseph's Manor" lying and being in the Fifth Election District of Saint Mary's County, State of Maryland which lies north of a line run April 6" 1906 by Lewis C. Thompson, Surveyor, which line begins at the northwest corner of the land of said I. Stanley Johnson at a point about 24 4/5 Prs. North of the Parson Old Mill - St. Joseph Church Public road, where there is a stone and a cedar post and runs thence in a straight course S. 70 deg. E. 137 4/5 perches to a stone at the corner boundary of the land now owned by the said I. Stanley Johnson, J. J. Hess and the said J. Robert Long; The portion of the land hereby conveyed is supposed to contain twenty-two acres and is a portion of the same land intended to be conveyed to the said I. Stanley Johnson by a Deed from Killery Johnson and Ann Maria Johnson his wife, dated June 9" 1911 and recorded in Liber E. B. A. No. 9 Folio 339 et seq., one of the Land

1739 N. E.

Records of Saint Mary's County

Together with a right of way over the road now used through the land of the J. Stanley Johnson leading from the dwelling house of the said J. Robert Long to the above mentioned Public road (from Parsons Mill Road to St. Joseph's Church) and all the improvements thereon and the rights and appurtenances thereto belonging or in any wise appertaining.

And the said J. Stanley Johnson and Ida F. Johnson, his wife, do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

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

Test:
T. F. Herbert.

J. Stanley Johnson (Seal)
Ida F. Johnson (Seal)

State of Maryland, Saint Mary's County, to-wit:

I Hereby certify that on this 16th day of March, in the year Nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Saint Mary's County, personally appeared J. Stanley Johnson and Ida F. Johnson, his wife, and each acknowledged the aforegoing deed to be their respective act.

T. Fenwick Herbert,
J. P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from J. Stanley Johnson and Ida F. Johnson, his wife, to J. Robert Long, dated March 16, 1912, at 3:30 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto set the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 22nd. day of June in the year One thousand nine hundred and thirty-five.

(Court)
(Seal)

Jas. M. Mattingly.
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed June 22, 1935.

Exhibit "D"

This Deed, made this 29th. day of September, in the year One thousand Nine hundred and thirteen, by Mary E. Butler, wife of John T. Butler,

and Mary J. Somerville, wife of William A. Somerville, and Maggie L. Green (now Jordan) widow of George W. Green, of St. Mary's County in the State of Maryland, of the first part, and John Robert Long of the same place, of the second part:

Witnesseth, that in consideration of the sum of Five Dollars, and other good and valuable Considerations the receipt of which is hereby acknowledged, the said Mary E. Butler, Mary J. Somerville and Maggie L. Green Jordan, do grant and convey unto John Robert Long, his heirs and assigns, in fee simple, all our right and title in law and Equity, in and to that tract or parcel of land lying in the Sixth Election District of St. Mary's County, Maryland, known as called by the name of "Hopewell," containing Two hundred and twenty four acres of land, more or less.

Being the same tract of land conveyed by William F. Wall, John T. Butler, William A. Somerville and George W. Green, to Joseph L. Wilson by deed dated 19th day of March, 1894 and recorded in Liber J. J. S. No. 1 folio 516 etc. one of the Land Records of St Mary's County.

Witness our hands and seals.

Test:
A. Kingsley Love.

Mary J. Somerville (Seal)
Maggie L. G. Jordan (Seal)
Mary E. Butler (Seal)
her
mark

State of Maryland, St. Mary County.

I Hereby certify that on this 29th day of September, 1913, before me the subscriber, a Justice of the Peace of the State of Maryland in and for St. Mary's County aforesaid, personally appeared Mary E. Butler, Mary J. Somerville and Maggie L. Green Jordan and acknowledged the foregoing Deed to be their act.

A. Kingsley Love,
J. P.

State of Maryland Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Mary E. Butler et al. to John Robert Long dated September 13, 1913, as recorded in Deed Liber E. B. A. No. 12, Folio 79 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 2nd. day of October, in the year 1913, at 9:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 22nd. day of June, in the year one thousand nine hundred and thirty-five.

1739 N. E.

(Court) Dy
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed June 22, 1925.

Exhibit "E."

This Deed, Made this 29th. day of September, in the year One thousand Nine hundred and thirteen, by Joseph L. Wilson and Mary E. Wilson, his wife, and Mary E. Hall, Widow of William F. Hall, in the City of Washington, District of Columbia, of the first part, and, John Robert Long, of St. Mary's County, in the State of Maryland, of the second part.

Witnesseth, that in consideration of the sum of Five Hundred and Fifty dollars, the receipt of which is hereby acknowledged, the said Joseph L. Wilson and Mary E. Wilson, his wife, and Mary E. Hall, Widow, do grant and convey unto John Robert Long, his heirs and assigns, in fee simple, all that tract or parcel of land situate, lying and being in the Sixth Election District of St. Mary's County, in the State of Maryland, called and known by the name "Hopewell" containing two hundred and twenty-four acres of land, more or less. The said land was conveyed by deed bearing date, 19th. day of March, 1894, and recorded in Liber J. J. S. No. 7, folio 216 etc. one of the Land Records of St. Mary's County, from William F. Hall, and others to the said Joseph L. Wilson, one of the Grantors, subject however to a right of way from John F. Cully's house to the public road hereto fore reserved.

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

And the said Grantors hereby 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 said Grantors.

Test: Witness.
E. R. James
Beatrice R. Hall

Joseph L. Wilson (Seal)
Mary E. Wilson (Seal)
Mary E. Hall (Seal)
her
X
mark

City of Washington, District of Columbia, to wit:

I hereby certify that on the 29th Day of September,

1913, before me the subscriber, a Notary Public of the City of Washington, in the District of Columbia, personally appeared before me Joseph L. Wilson and Mary E. Wilson and Mary E. Abell and acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

(N. P.)
(Seal)

E. R. James,
Notary Public, D.C.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from Joseph L. Wilson et al. to John Robert Long, dated September 27, 1913, as recorded in Deed Liber E. B. A. No. 12 Folio 80 et seq., one of the Land Records of St. Mary's County, State of Maryland, on the 2nd day of October, 1913, at 9:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 22nd. day of June, in the year one thousand nine hundred and thirty-five.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed June 22, 1935.

Subpoena to Answer Bill of Complaint.

St. Mary's County, to-wit:

The State of Maryland to
F. Irving Long, Eunice K. Long, J. Robert Long, Jr., Alma L. Long, Mary L. Watkins, John H. Watkins, Virtie Bailey, J. Frank Bailey, Lillian L. Abell, Spencer Abell, of St. Mary's County Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of July, 1935, to answer the Bill of Complaint of J. Gilbert Long et ux for sale of Real Estate of J. Robert Long, deceased, against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 22nd. day of June, 1935.

Issued 22nd day of June, 1935.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk.

 1739 N.E.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required.

The Defendants are required to file their answers or other defence in the office of the Clerk Circuit Court for St. Mary's County, within fifteen days after the return day.

St. Mary's County, to-wit:

The State of Maryland to

F. Irving Long; Eunice R. Long; J. Robert Long, Jr.; Alma L. Long; Mary L. Watkins; John H. Watkins; Virtie Bailey; J. Frank Bailey; Lillian L. Abell; Spencer Abell, of St. Mary's County Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person, before the Circuit Court of St. Mary's County, at the Court House in said County, on the Fifth Monday of July, 1935 to answer the Bill of Complaint of J. Gilbert Long et ux for sale of Real Estate of J. Robert Long deceased against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 22nd day of June 1935.

Issued 22nd. day of June, 1935.

(Court Seal)

Jos. M. Mattingly, Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required. The Defendants are required to file their answer or other defence in the office of the Clerk of the Circuit Court for St. Mary's County, within fifteen days after the return day.

True Copy—Test:

Joseph M. Mattingly, Clerk.

St. Mary's County, to-wit:

The State of Maryland, to

F. Irving Long and Eunice R. Long; J. Robert Long, Jr., and Alma L. Long; Mary L. Watkins and John H. Watkins, Virtie Bailey and J. Frank Bailey; Lillian L. Abell and Spencer Abell of St. Mary's County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said

County, on the First Monday of July, 1935 to answer the Bill of Complaint of J. Albert Long et al. for sale of Real Estate of J. Robert Long, deceased against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 22 nd. day of June, 1935.

Issued 22 nd day of June 1935.

(Court) (Seal) Jos. M. Mattingly, Clerk.

Notice to the person summoned.
Personal attendance in Court on the day named in the above subpoena is not required. The defendants are required to file their answer or other defence in the office of the Clerk of the Circuit Court for St. Mary's County within fifteen days after the return day.
True Copy - Test:
Joseph M. Mattingly,
Clerk.

Summoned all but Robert Long Jr. Madeline Long non-est to them.

J. B. Lowe,
Sheriff.

Filed July 6, 1935.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:
The State of Maryland to.
Robert Long, Jr. and Alma L. Long of St. Mary's County
Greeting:
We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, on the First Monday of August, 1935 to answer the Bill of Complaint of J. Albert Long et al. for sale of Real Estate of J. Robert Long, deceased. against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 22 nd. day of July, 1935.

(Court) (Seal) Jos. M. Mattingly, Clerk.

Notice to the person summoned.
Personal attendance in Court on the day named

in the above subpoena is not required. The defendants are required to file their answer or other defense in the Office of the Circuit Court for Saint Mary's County within fifteen days after the return day.

Summoned

J. B. Love,

Filed July 23, 1935.

Decree Pro Confesso and leave to take testimony.

It appearing from the proceedings in this case that Writs of Subpoena have been duly issued directed to the defendants F. Irving Long and Eunice Long, his wife, Virtie Bailey and J. Frank Bailey, her husband, J. Robert Long, (Junior) and Alma L. Long, his wife, Lillian Long Abell and Spencer Abell, her husband, Mary Watkins and John W. Watkins, her husband and have duly returned "summond" and the said defendants having failed to appear, either in person or by Solicitor, and Answer the Bill of Complaint therein filed against them, although the time limited for such appearance has expired.

It is thereupon, this 27th day of August, 1935, by the Circuit Court for St. Mary's County, Maryland, sitting in Equity, adjudged, ordered and decreed that said Bill of Complaint be, and the same is hereby, taken pro Confesso against all of said defendants.

And it is further ordered that depositions be taken before the standing examiners of this Court.

Wm. Mowell Lake
Judge.

Filed Aug. 27, 1935

Bill
Register of Wills

Mr. A. Kingsley Love To Addie C. Maddox, Register.
1935.
June 4th To Certified Copy of Last Will and Testament of J. Robert Long, Deceased. $1.\frac{75}{100}$

Received payment
Addie C. Maddox
Register of Wills.
June 5th 1935.

Filed Aug. 27, 1935.

Answer of all Defendants to Bill of Complaint.

To the Honorable the Judges of said Court:—

The answer of J. Irving Long, Eunice Knott Long, his wife, Virtie Bailey and J. Frank Bailey, her husband, J. Robert Long, Jr., and Alma T. Long his wife, Lillian Long Atwell and Spencer Atwell, her husband, Mary Wathen and John H. Wathen, her husband, all of the defendants in the above entitled case, to the bill of complaint of J. Albert Long and Mildred Long, his wife, against them in this Court exhibited.

These defendants admit the matters and facts alleged in said bill of complaint and consent to the sale of the real estate of which the said J. Robert Long died seized and possessed, as prayed in said bill of complaint.

John H. T. Briscoe,
Solicitor for all the
defendants in above
entitled case.

Filed Sept. 2" 1935.

Decree.

The above cause standing ready for hearing and being submitted the Bill, Answer and all the other proceedings were, by the Court, read and considered.

It is thereupon, this day of September in the year nineteen hundred and thirty-five by the Circuit Court for Saint Mary's County, Adjudged, Ordered and Decreed, that the property mentioned in the proceedings be sold; that A. Ringgold Lowe and John H. Briscoe be and they are hereby appointed Trustees to make said 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 himself, and a surety or sureties to be approved by this Court, in the penalty of Eight thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further 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 such newspaper or newspapers published in Saint Mary's County, as they shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, one-third in six months, one-third in one year, or all cash, at the option of the purchaser or purchasers, the credit portions, if any, to bear interest from date of sale, and to be secured to the satisfaction of Trustees, and as

soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before,) the said 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 heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and defendants, and those claiming by, from or under them or either of them. And the said trustees 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 Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust.

Wm. Mowell Lokes,
Judge.

Filed Sept. 5th, 1935.

Trustee's Bond

Know all men by these Presents,

That we A. Kingsley Love and John W. T. Briscoe of St. Mary's County and State of Maryland and the Hartford Accident and Indemnity Company, a body Corporate of Hartford, Connecticut, 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 of Maryland or its certain Attorney; to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and personal representatives or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 6th day of September, 1935.

Whereas the above bounded A. Kingsley Love and John W. T. Briscoe, by virtue of a decree of the Circuit Court for St. Mary's County in Equity, have been appointed Trustees to sell the real estate called and known as "Park St. Joseph's Manor," and "Hopewell" containing the aggregate 320 acres of land, more or less, located in the Sixth Election District of St. Mary's County, being all and the

same real estate which J. Robert Long did sign and possessed, mentioned in the proceedings in the case of J. Albert Long and Mildred Long, his wife, vs. F. Irving Long and others No. 1739 N. E. now pending in said Court.

Now the condition of the above obligation is such, That if the above bounden A. Kingsley Lowe, and John W. P. Briscoe do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any further decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of C. Henry Lamalier, as to A Kingsley Lowe, individually and as Attorney in Fact for the Hartford Accident and Indemnity Company. J. L. Harris. as to John W. P. Briscoe.

A. Kingsley Lowe (Seal)
John W. P. Briscoe (Seal)
(Corp) Hartford Accident and
(Seal) Indemnity Company.
By A. Kingsley Lowe,
Attorney in fact.

The within Bond with Surety is hereby approved this 10th day of September, 1935.

Jas. M. Mattingly
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 5-8.
Filed September 10, 1935.

Short Copy of Judgment.

In the Circuit Court for St. Mary's County.

Jas. M. Mattingly,
Clerk.

No. 2 Docket Vol. Appr.
Term December, 1932 Page 16.

Claude E. Guy, trading as Guy Bros.
Plaintiff
vs.
Albert Long
Defendant

Plaintiff's Cost $8.05
" " Atty. Comm. 7.43
December 6, 1932, Judgment in favor of Plaintiff for $74.22 with interest from December 6, 1932 and costs, with rights of exemption waived.

Received payment of $3.05
Clerk's Costs 12-6-32
Wm. L. Fenwick,
Deputy

True Copy Test:
(Court Seal)
Jas. M. Mattingly,
Clerk.

1739 N. E.

Paid by
A. R. Love, Atty.

Filed May 11, 1936.

Judgment.

Clarence Guy
Vs.
Albert Long
Action of Debt
Amount $18.00 and Cost

Trial held April 15, 1936.
Judgment rendered against
Defendant for Thirteen Dollars
and Sixty-six Cents $13.66.

Philip T. Graves,
Justice of the Peace

True Copy Test
Philip T. Graves, J. P.

Received this 8th day of May, 1936 at 1:20 o'clock P. M.
for record and same day recorded in J. P. Judt. Record
Liber J. M. M. No. 1, Folio 174 No. 676 one of the
records of St. Mary's Co., and examined per me.
Recdg. $0.25 - Paid.

Jas. M. Mattingly,
Clerk.

Filed May 11, 1936.

Consent of all parties to proceedings to sale of real estate to J. Frank Bailey and Virtie Bailey, his wife and to immediate ratification of said sale.

To the Honorable the Judges of said Court:

The undersigned devisees under the last will and testament of J. Robert Long, deceased, and parties to the Bill of Complaint filed for the sale of the real estate of the said J. Robert Long hereby consent to the sale of said real estate to J. Frank Bailey and Virtie Bailey, his wife, at and for the sum of Six Thousand Dollars ($6,000.00) and hereby consent to the immediate ratification of said sale by the Circuit Court for St. Mary's County, Maryland in Equity.

Test:
John H. P. Briscoe

J. Irving Long
Eunice H. Long
J. Robert Long
Vilma L. Long
Lillian L. Abell
L. Spencer Abell
Mary L. Wathen
John W. Wathen
Virtie L. Bailey
J. Frank Bailey
J. Albert Long
Mildred Long

Filed June 13, 1936.

Petition and decree for Ratification of private sale of Real Estate of J. Frank Bailey and Virtie L. Bailey his wife.

To the Honorable the Judges of said Court:

The petition of A. Ridgely Love and John H. T. Briscoe, Trustees, respectfully stated that they were duly appointed trustees to sell the property hereinafter described by decree passed in this Court on the 5th day of September, 1932 and that on the 8th day of October 1932 at the hour of one o'clock in the afternoon, after due notice by publication in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, Maryland, they offered at public auction on the aforesaid date the property hereby described but the highest bid that they were able to obtain for the same was the sum of Forty-two hundred dollars which your trustees thought was an inadequate sum for the said property and so they withdrew the same. That since withdrawing the said property they have negotiated for the sale of same and have received from J. Frank Bailey and Virtie L. Bailey his wife, an offer of Six Thousand Dollars ($6,000.00) which your Trustees now feel is a fair and adequate price for the said property and the best offer that they can obtain for the same. That the particular property in question is described as follows:

All those lots, tracts, pieces or parcels of land, situate, lying and being in the Sixth Election District of St. Mary's County Maryland, called and known as "Part of St. Joseph's Manor and Hopewell" containing in the aggregate three hundred acres of land, more or less, and being all and the same land or real estate of which the said J. Robert Long died, seized and possessed and which was devised by the said J. Robert Long to his wife, Nannie Long, for life and after her death to his Children J. Albert Long, F. Irving Long, Virtie Bailey, J. Robert Long Jr., Lillian Long Abell and Mary Wathen and being more particularly described in the following Deeds:

First: Deed from Hillery Johnson and Anne Maria Johnson, his wife, to John Robert Long dated May 21, 1890 and recorded in Liber J. T. F. No. 12, folio 276, one of the Land Records of St. Mary's County, Maryland.

Second: Deed from D. Stanley Johnson and Ida F. Johnson, his wife, to J. Robert Long, dated March 16, 1912 and recorded in Liber E. B. A. No. 10, folio 101, one of the Land Records of St. Mary's County, Maryland.

Third: Deed from Mary E. Butler and others to John Robert Long dated September 29, 1913 and recorded in

Liber E. B. G. No. 12, folio 80, one of the Land Records of St. Mary's County, Maryland.
Your petitioners further report that all the owners of said property have consented to this sale and to the immediate ratification of same by your honorable Court.
Your petitioners therefore pray that the said sale made, be ratified and confirmed.
And as in duty bound, etc.

A. Ringgold Love,
John N. T. Briscoe
Trustees.

State of Maryland, St. Mary's County, to wit:
I hereby certify that on this 17th day of June, in the year nineteen hundred and thirty-six before me the subscriber, a Justice of the Peace of the State of Maryland in and for St. Mary's County aforesaid, personally appeared A. Ringgold Love and John N. T. Briscoe, trustees, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true and bona fide to the best of their knowledge.
Witness my hand

Paul J. Bailey J.P.
Justice of the Peace.

Upon the aforegoing petition it is by the Circuit Court for St. Mary's County in Equity this 17th. day of June in the year nineteen hundred and thirty-six ordered that the private sale of the real estate of which the late J. Robert Long died, seized and possessed and more particularly described in the aforegoing petition to F. Frank Bailey and Vittie L. Bailey, his wife, at and for the sum of Six Thousand Dollars ($6,000.00) made and reported to this Court on the 17th day of June, 1936, by A. Ringgold Love and John N. T. Briscoe, trustees, be and the same is hereby finally ratified and confirmed it appearing from the proceedings in this case that all the parties to this suit, being all of those having any interest in said real estate, have consented to said sale and to the immediate ratification of same by this Court.

Wm. Merrell Lake,
Judge.

Filed June 17, 1936.

Acct.-Bond.

Statement of Premium Rate.
Hartford Accident and Indemnity Company
December 1st. 1935.
Mr. A. Kingsley Love & John H. T. Briscoe, Trustees.
Leonardtown, Maryland.
9/10/35 Bond 1B90021 Bond as Trustee to sell real estate:
J. Albert Long and wife, &c.
F. Irving Long, et al $32.00

Filed June 25, 1936.

Short Copy of Judgment.
In the Circuit Court for St. Mary's County.
No. 19 Docket Trials
Term June, 1929 Page 28.

Stuart Egerton and Samuel E. Egerton, trading as, Egerton Bros. Plaintiffs
Vs.
Joseph Albert Long Defendant

Plaintiff's Costs $9.82
June 3, 1929, Judgment in favor of Plaintiff for $197.16 with interest from June 3, 1929 and costs.

Received Payment of $3.82.
Clerk's Costs $1.00
Sheriff's Fee 6-11-29
Wm. H. Fenwick, Deputy
Paid by
A. Kingsley Love, Atty.
Filed June 25, 1936.

(Court)
(Seal)

True Copy Test
Jos. M. Mattingly, Clerk.

Consent of C. J. Kriel & Co., Judgment lienors to Jurisdiction of Court and Agreement to look to proceeds of sale for satisfaction of Judgment.

To the Honorable the Judges of the Circuit Court for St. Mary's County, Maryland.

The undersigned the holder of a Judgment J. P. Judgment Record J. M. M. No. 1, Page 57 No. 220 against J. Albert Long one of the parties to the proceedings in the above entitled case hereby consents to the jurisdiction of this Court and agrees to look to the proceeds of the sale made and reported by A. Kingsley Love and John H. T. Briscoe, Trustees for the satisfaction of said judgment.

C. J. Kriel Co. Plaintiff

17397 N. E.

By
John H. T. Briscoe,
Attorney.

Filed July 7, 1936.

Consent of Egerton Brothers to Jurisdiction of Court and Agreement to look to proceeds of sale for satisfaction of Judgment.

To the Honorable the Judges of the Circuit Court for St. Mary's County, Maryland.

The undersigned the holder of a judgment No. 19 Trials June Term 1929 page 28 against J. Albert Long, one of the parties to the proceedings in the above entitled case hereby consents to the jurisdiction of this Court and agrees to look to the proceeds of the sale made and reported by A. Kingsley Love and John H. T. Briscoe, Trustees, for the ~~Satisfaction~~ of said judgment.

Edgerton Brothers
Plaintiff
by
A. Kingsley Love,
Attorney.

Filed July 7, 1936.

Consent of Clarence N. Guy, Judgment Lienor, to jurisdiction of Court and agreement to look to proceeds of sale for satisfaction of Judgment.

To the Honorable the Judges of the Circuit Court for St. Mary's County, Maryland.

The undersigned the holder of a Judgment J. P. judgment record J. M. M. No. 1, page 174 No. 676 against J. Albert Long, one of the parties to the proceedings in the above entitled case hereby consents to the jurisdiction of this Court and agrees to look to the proceeds off the sale made and reported by A. Kingsley Love and John H. T. Briscoe, Trustees for the Satisfaction of said judgment.

Clarence N. Guy.

Filed July 7, 1936.

Consent of Henry Lazenby & Co., Judgment Lienors, to jurisdiction of Court and agreement to look to proceeds of sale in satisfaction of Judgment.

To the Honorable the Judges of the Circuit Court for St. Mary's County, Maryland.

The undersigned the holder of a J. P. judgment Record J. M. M. No. 1, page 61 No. 226 against J. Albert Long, one of the parties to the proceedings in the above entitled case hereby consents to the jurisdiction

of this Court and agree to look to the proceeds of the sale made and reported by A. Kingsley Love and John W. T. Briscoe, Trustees for the satisfaction of said judgment.

Drury & Lazenby,
Plaintiff.

By A. Kingsley Love,
Attorney.

Filed July 7, 1936.

Consent of Guy Brothers, judgment Liener, to jurisdiction of Court and agreement to look to proceeds of sale for satisfaction of Judgment.

To the Honorable the Judges of the Circuit Court for St. Mary's County, Maryland:—

The undersigned, the holder of a judgment No. 2 Voluntary Appearance December term, 1932 page 16 against J. Albert Long, one of the parties to the proceedings in the above entitled case hereby consents to the jurisdiction of this Court and agrees to look to the proceeds of the sale made and reported by A. Kingsley Love and John W. T. Briscoe, Trustees, for the satisfaction of said judgment.

Claude E. Guy trading
as Guy Brothers,
Plaintiff
By A. Kingsley Love,
Attorney.

Filed July 7, 1936.

Petition and order of Court referring Case to Auditor.

To the Honorable the Judge of said Court

The petition of A. Kingsley Love and John W. T. Briscoe, Trustees appointed in the above entitled case respectfully request that this Honorable Court refer the papers in the said case to the Auditor for the stating of an account.

Respectfully submitted

A. Kingsley Love
Trustees

Ordered this 16 day of July, 1936, by the Circuit Court for St. Mary's County that the papers in the above case be and the same is hereby referred to the Auditor of the Court for statements of an account.

Wm. Mennell Loker,
Judge.

Filed July 16, 1936.

 1739 N. E.

Tax Bill, Year 1936

Mrs. Nannie C. Long 6 District

To Harrison Nabbs, County Treasurer, Dr.

Taxes for year 1936 Due September 1, 1936.

To County Tax on $ 2-832 rate $1.00 on $100.		$28.32
To State Tax on $ " rate 22c on $ 100.		12.54
To 2% per cent commission on State Tax		.65
	Cr. 7/18/36	$71.81
		32.88
	Bal.	$38.93

Filed July 29, 1936.

Certif. of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended advertisement has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 5th day of October, 1936 and that the first publication appeared in the issue of Sept. 13, 1936.

Harvey & Weiner,
Publisher.
J. L. Weiner.

Trustee's Sale of Valuable Real Estate in St. Mary's County, Maryland.

By virtue of a decree of the Circuit Court for St. Mary's County, Maryland, sitting as a Court of Equity, passed on the 5th day of September, 1936, in the cause in said Court depending wherein J. Albert Long and wife are complainants and F. Irving Long and others are defendants, the undersigned Trustees, appointed to make sale of the real estate in said proceedings mentioned, hereby gives notice that on Tuesday, October 6, 1936, at the hour of one o'clock in the afternoon, at the Court House Door in Leonardtown, Maryland, they will offer for sale by public auction, to the highest bidder then and there present, the following described real estate, situated in the Sixth Election District of St. Mary's County, Maryland, containing three hundred and fifty (350) acres of land, more or less, called and known as "Part of St. Joseph's Manor" and "Hopewell" or by whatever name the same may be called and known, and being the home farm of the late J. Robert Long. The said farm consists of three tracts of land, but will be sold as one entire tract, including rights of way.

The said is in a high state of cultivation, and

yields in abundance of the staple crops, being improved by a large dwelling and two tenant houses, barns and all necessary outbuildings.

Terms of Sale, as prescribed by the decree, are one-third of the purchase money to be paid in cash upon ratification of sale; one-third in six months one-third in one year, (the balance), or all cash at the option of the purchaser or purchasers, the deferred payments, if any, to bear interest of 6 per cent, to bear interest at 6 per cent, to be secured to the satisfaction of the Trustees.

Taxes adjusted to date of sale. Conveyancing at the cost of purchaser or purchasers.

A deposit of five hundred dollars will be required of the purchaser or purchasers at the time of sale.

W. B. Long
Auctioneer

A. Kingsley Lowe,
John H. T. Briscoe,
Trustees.

Filed July 20, 1936.

Bill
St. Mary's Enterprise

Mr. A. K. Lowe, Atty
Leonardtown, Md.

Sept. 13, 1935	Adv. Long vs. Long	9 sq. @	1.50		$13.50
" 20, "	" " " "	9 sq. @	.75		6.75
" 27, "	" " " "	9 sq. @	.75		6.75
Oct. 4, "	" " " "	9 sq. @	.75		6.75
	2 order nisis				15.00
					$48.75
	Credit 1 nisi				7.50
					$41.25

Filed July 20, 1936.

Bill
Wm. B. Long, Auctioneer
A. Kingsley Lowe & John H. T. Briscoe, Trustees to sell real estate.
J. Albert Long and wife. vs. F. Irving Long, et al
Fee to William B. Long, Auctioneer $5.00

Filed July 20, 1936.

Bill
Premium on Bond.

June 1st, 1936.

Mr. A. Kingsley Lowe
Leonardtown, Maryland.

1739 N. E.

9/10/35 Bond 1390021 Bond: Trustee to sell real estate - J. Albert Long and Wife, vs. F. Irving Long et al $22.00

Your prompt attention Please -

Post Here.

Filed July 20, 1936.

Note.

$2-3.80

Lenardtown, Md.,
Jan. 2nd, 1931.

F. Irvin Long after date, for value received I jointly and severally promise to pay to the order of J. Robert Long Two Hundred fifty three dollars and Eighty cts. at the Eastern Shore Trust Co's Bank in Lenardtown, Maryland, with interest and all costs and ten per centum commissions for collecting the same, and I, we or either of us, further makers or indorsers, hereby confess judgment to be entered by the proper officials, at any time after maturity, for the amount then due hereunder with all exemptions waived. The makers and indorsers of this obligation waive protest and notice of protest thereof.
Without interest.

Irvin Long,
Loveville, Md.

Filed July 20, 1936.

Note

$619.72

Lenardtown, Md.,
Jan 2nd, 1931.

J. Albert Long after date, for value received I jointly and severally promise to pay to the order of J. Robert Long Six Hundred nineteen and Seventy two 72 Dollars at the Eastern Shore Trust Co's Bank in Lenardtown, Maryland, with interest and all costs and ten per centum commissions for collecting the same, and I, we or either of us, whether makers or indorsers, hereby confess judgment to be entered by the proper officials, at any time after maturity, for the amount then due hereunder with all exemptions waived. The makers and indorsers of this obligation waive protest and notice of protest thereof.
Without interest.

J. Albert Long,
Loveville, Md.

Filed July 20, 1936.

Note

$40

Lenardtown, Md.
Jan 2nd, 1931.

L. Spencer Abell & Lillian Abell after date, for value received we jointly and severally promise to pay to the order of J. Robert Long Fourty Dollars at the Eastern Shore Trust Co's Bank in Leonardtown, Maryland, with interest and all costs and ten per centum commissions for collecting the same, and I, we or either of us, whether makers or endorsers, hereby confess judgment to be entered by the proper officials, at any time after maturity, for the amount then due hereunder with all exemptions waived. The makers and endorsers of this obligation waive protest and notice of protest thereof.
Without interest.

Lillian Long Abell
Hollywood, Md.

Filed July 20, 1936.

Insurance Receipt.

This Certificate of insurance evidences that John N. P. Briscoe and A. Kingsley Love, Trustees for Estate of J. Robert Long of the County of St. Mary's has this 4 day of Dec., 1935 made application to the Mutual Fire Insurance Company of Montgomery County, Md., for insurance against Fire and Lightning upon the property specified in said Application to the amount of $52.75.00 that he has paid upon the same $20.89 premium, and that there is insured upon the property specified in said Application the amount aforesaid from the 28 day of Nov., 1935; according to the Terms and Conditions of Insurance contained in said Application, which said Application is made a part hereof. This temporary contract of insurance shall remain in force until said Application is rejected by said Company or superseded by the Company's regular Policy of insurance, the right to issue which in lieu of this temporary contract is specially reserved to said Company if this Application is accepted by it. If said Application is rejected this Contract shall thereupon become and remain void.

Premium to Nov. 28, 1936,	$24.50
Discount 15%	3.67
Net Premium	$20.89
Less rebate	4.60
	$16.29

Paid by
John N. P. Briscoe

S. Sprigg Reeves,
Agent.

Filed July 21, 1936.

 1739 N. E.

Auditor's Report

In account with A. Kingsley Lowe and John W. F. Briscoe, Trustees for the Sale of Real Estate of J. Robert Long, deceased.

By amount from sale of Real Estate per report		$6000.00
To Amt. due Joseph M. Mattingly, Clerk, his fee		$27.50
" " " A. Kingsley Lowe, Attorney, his fee		30.00
" " " John W. F. Briscoe, Attorney, his fee		10.00
" " " Lowe & Briscoe, Trustees, Commissions		360.00
" " " Addie C. Maddox, Reg. of Wills, her fee.		1.75
" " " J. Bernard Lowe, Sheriff, his fee		10.00
" " " St. Mary's Enterprise, Advertising		41.25
" " " Hartford Accident & Indemnity Co., Prem. on Bond.		32.00
" " " Wm. Bernard Long, Auctioneer, his fee.		25.00
" " " Alaysius F. King, Auditor, his fee		9.00
" Balance distributable to taxes etc.		5,473.50
	$6000.00	$6,000.00

By Amount distributable to Taxes, etc.		$5,473.50
~~To Amt. due Harrison Hobbs, Co. Treas.~~		
Taxes 1936 Bal. due		$ 38.92
" " " A. Kingsley Lowe, Attorney, his fee		30.00
" " " John W. F. Briscoe, Attorney his fee!		10.00
" " " Lowe & Briscoe, Trustees, Commissions		360.00
" " " Addie C. Maddox, Reg. of Wills, her fee		1.75
" " " J. Bernard Lowe, Sheriff, his fee		10.00
" " " St. Mary's Enterprise, Advertising		41.00
" " " Hartford Accident & Indemnity Co., Prem on Bond		32.00
" " " Wm. Bernard Long, Auctioneer, his fee		25.00
" " " Alaysius F. King, Auditor, his fee.		9.00
" ~~Balance distributable to taxes etc.~~		
To Amt. due Harrison Hobbs, Co. Treas.		
Taxes 1936 Bal. due		$ 38.92
" " " John W. F. Briscoe, Insurance paid by him.		16.29
" Balance distributable to Heirs		5,418.29
	$5,473.50	$5,473.50

By Balance distributable to Heirs, ut supra		$ 5,418.28
By Note Lillian L. Abell due estate, without interest		40.00
By Note J. Albert Long, due estate, without interest		619.72
By Note Irving Long, due estate, without interest		252.80
		$6,231.80

To Amt. due J. Albert Long, a son	1/6 $ 1,025.30	
Less note due estate	619.72	
	$ 425.58	

To Drury & Lazenby, Judgment in full		$ 52.68
" C. J. Friel Co., Judgment in full		30.59
" Egerton Brothers, Judgment in full		291.79
" Claude E. Guy T/A Guy Bros. Part Payment		61.12
" Clarence N. Guy		0.00
To Amt. due J. Irving Long, a son	1/6 $ 1,025.30	
Less note due estate	223.80	
To J. Irving Long, balance		$ 801.50
To Amt. due Virtie Bailey, a daughter	1/6	1,025.30
" " " J. Robert Long, Jr., a son	1/6	1,025.30
" " " Lillian L. Abell, a daughter	1/6 $ 1,025.30	
Less note due estate	40.00	
To Lillian L. Abell, balance		1,012.30
" Amt. due Mary L. Watkins, a daughter	1/6	1,025.30
		$ 5,418.28

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above and aforegoing entitled cause and from them has stated the within account, first, charging the Trustee with the proceeds of sale, per their Report, and after crediting them with their costs and expenses of suit, and commissions, and allowing for taxes pro rata for the year 1936 and insurance paid by Trustee, the balance is distributed to the Heirs of J. Robert Long, as enumerated in his Last Will and Testament and mentioned in the Bill of Complaint, first adding to the distributable cash the various notes due the estate by some of the children of J. Robert Long, deceased, said notes being without interest, per advice of Trustee and ratified by some of the Heirs, as their interests appear.

All of which is respectfully submitted.

August 10, 1936.

Alan. F. King,
Auditor

Filed August 11, 1936

1739 N. E.

Order Nisi on Report of Auditor.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this eleventh day of August in the year nineteen hundred and thirty-six that the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday in September nineteen hundred and thirty-six provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of four successive weeks prior to said first Monday in September, nineteen hundred and thirty-six.

Jas. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Aug. 11, 1936.

Ratification absolute of Auditor's Report and
Order of Court with Certificate Nisi

It is hereby ordered this 8th day of September, 1936 by the Circuit Court for St. Mary's County, in Equity, that the Auditor's report and account filed in the above entitled case be and the same are finally ratified and confirmed no cause to the contrary appearing, although due notice appears to have been given by publication of same for three weeks successive weeks prior to the said first Monday in September, 1936, in the St. Mary's Enterprise, a newspaper published in St. Mary's County as required, and the trustees are hereby ordered to pay over the money as stated in said Auditor's report and account.

Wm. Mitchell Laird,
Judge.

In the Circuit Court for St. Mary's County.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 7th day of September, 1936, and that the first publication appeared in the issue of Aug. 14, 1936.

Harry L. Weiner,
Publisher.
J. L. Weiner.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this eleventh day of August, in the year nineteen hundred and thirty-six, that the report of the Auditor, made, stated and filed in the above entitled case, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first Monday in September, 1936, provided a copy of this be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks prior to said first Monday in September, 1936.

True Copy - Test:
Jas. M. Mattingly,
Clerk.

Jas. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Sept. 8, 1936.

 1734 N.E.

County Corporation of Maryland
A body corporate
Ida J. Payne,
Harrison Dabbs,
L. Bernard Burch
First National Bank of St. Mary's,
A body corporate
Plaintiffs

Vs.

Helen Parsons Peverley, Individually
Helen Parsons Peverley and Sidney D. Peverley,
Executors of the Last Will and Testament
of George C. Peverley late of St. Mary's
County, Maryland, Deceased
Defendants.

In the Circuit Court for
St. Mary's County
In Equity.

Bill of Complaint for sale of Real Estate of the said
George C. Peverley, deceased, with 31 Exhibits

To The Honorable Judges Of Said Court:

Your orators who sue as well for themselves as for all other creditors of George C. Peverley, late of St. Mary's County, deceased, who will come in and contribute to the expenses of this suit, complaining say:—

First: That George C. Peverley, late of St. Mary's County, Maryland deceased, was in his lifetime indebted to your petitioners in the amounts and manner following:

A. To the said County Corporation of Maryland

(1) A mortgage for the principal sum of One Thousand ($1000.00) Dollars from George C. Peverley and wife to the Eastern Shore Trust Company, dated April 29, 1927, and recorded among the Mortgage Records of St. Mary's County in Liber J. M. M. No. 2, Folio 199, and during the month of July, 1933, assigned to County Corporation of Maryland, a certified copy of said mortgage being filed herewith as part hereof marked "Petitioners' Exhibit A." The principal amount of said mortgage, together with interest thereon from October 29, 1932 is still due and unpaid.

(2) A mortgage for the principal sum of Fourteen Hundred Thirty-Three Dollars and Thirty-Three ($1433.33) Cents, representing the balance due on the original amount thereof, from the said George C. Peverley and wife to Joseph K. Ching, dated December 28, 1922 and recorded among said Mortgage Records in Liber J. M. M. No. 1, Folio 311, which said mortgage was, on January 16, 1923, assigned to the Eastern Shore Trust Company and by it assigned during the month of July, 1933 to County Corporation of Maryland, certified copy of said mortgage being filed herewith as part hereof marked "Petitioners' Exhibit B." The balance on account of the principal of said mortgage is the amount of Fourteen Hundred Thirty-Three Dollars and Thirty-Three ($1433.33) Cents, together with interest thereon from May 30, 1933, is still due and unpaid.

(3) A judgment entered in the Circuit Court for St. Mary's County by the Eastern Shore Trust Company against the said George C. Peverley and wife on July 23, 1928 for the sum of ~~Eight~~

~~Thousand One Dollar and Thirty-Three (~~$8,001.33) Cents, ~~plus ten~~ (10%) per cent attorney's fees, costs, interest, etc. ~~which said judgment has since been marked to the use of County Corporation of Maryland and is recorded among the records of said Court in March Term Docket 1929, Folio 10, a certified copy thereof being filed herein as part hereof, marked "Petitioners' Exhibit B." The full amount of said judgment, together with~~

Seven Thousand Ten Dollars and Fifty (7010.50) Cents, plus (10%) per cents attorney's fees, costs, interest, etc. which said judgment has since been marked to the use of County Corporation of Maryland and is recorded among the records of said Court in June Term, Docket, 1928, Folio 12, a certified copy thereof being filed herewith as part hereof, marked "Petitioners" Exhibit C." The full amount of said judgment, together with interest thereon from the date thereof and costs is still due and unpaid.

(4) A judgment entered in the Circuit Court for St. Mary's County by the Eastern Shore Trust Company against the said George C. Peverley and wife on March 19, 1929, for the sum of Eight Thousand One Dollar and Thirty-Three ($8,001.33) Cents, plus ten (10%) per cent attorney's fees, costs, interest, etc. which said judgment has since been marked to the use of County Corporation of Maryland and is recorded among the records of said Court in March Term Docket 1929 Folio 10, a certified copy thereof being filed herein as part hereof, marked "Petitioners' Exhibit B." The full amount of said judgment, together with interest thereon from the date thereof and costs is still due and unpaid.

(5) The following promissory notes of the said George C. Peverley and wife, all of which are unpaid:

Dated	Amount	Int. Paid to	
12-28-32	$ 4,284.00	4-25-33	
1-9-33	3,570.00	2-9-33	
2-16-33	1,015.00	8-26-33	
2-28-33	1,114.20	8-28-33	
4-1-33	252.00	8-2-33	
4-10-33	2,250.00	8-10-33	
2-20-33	663.00	9-20-33	
4-8-33	2,040.00	8-8-33	
4-27-33	3,315.00	8-27-33	
4-22-33	173.40	8-22-33	End. Eugene Price
4-13-33	243.60	7-13-33	End. J.C. Mattingly

(6) In addition to the aforegoing obligations, the said County Corporation has advanced the sum of Eighty Four Dollars and Sixty-Two ($84.62) Cents for the payment of fire insurance premiums in connection with the properties of the said George C. Peverley and wife and has advanced taxes on said properties in the amount of Two Hundred Eight Dollars and Four ($208.04) Cents, and has not been reimbursed for any of said advances.

2. To Ida J. Hyde on a judgment for Seventeen Hundred Fifty ($1750.) Dollars, entered in said Court by Joseph M. Mattingly against the said George C. Peverley and wife and Sidney D. Peverley on the 15th day of December, 1910, and recorded in December Term, Docket 16, 10, Folio 2, which judgment was renewed by writ of sci fa issued on the 31st day of May 1932, and judgment fiat issued thereon on the 2nd day of June

1922, for Twenty-Two Hundred Twenty-Two ($2222.) Dollars, with interest and costs, being recorded in June Term, Docket 1922, Folio 2, which Judgment was, on the 13th day of September, 1933 entered to the use of Ida J. Payne, a certified copy of which judgment, judgment fiat and order entering the same to the use of Ida J. Payne, are filed herewith as part hereof, the marked "Petitioners' Exhibit E." The full amount of said judgment, together with interest thereon from the date thereof and costs is still due and unpaid

C. To Harrison Hobbs on a judgment for One Thousand ($1000.) Dollars, entered in said Court by the said Harrison Hobbs against George C. Beverley and wife and Ray Gaither on the 1st day of August, 1932, and recorded in June Term Docket 1932, Folio 18, with interest from July 18, 1932, plus One Hundred ($100.) Dollars, attorney's commission, costs, interest, etc., a certified copy of which judgment is filed herewith as part hereof, marked "Petitioner's Exhibit F." The full amount of said judgment, together with interest thereon from the date thereof and costs is still due and unpaid.

D. To C. Bernard Burch on a judgment for Two Thousand Forty-seven Dollars and Thirteen ($2047.13) Cents, entered in said Court by the said C. Bernard Burch against George C. Beverley and wife on the 4th day of August 1933, plus Two Hundred Four Dollars and Seventy-One ($204.71) Cents, attorney's commissions, costs, interest, etc., which judgment is recorded in June Term Docket 1933, Folio 14, and a certified copy thereof being filed herewith as part hereof, marked "Petitioners Exhibit G." The full amount of the said judgment, together with interest thereon from the date thereof and costs is still due and unpaid.

E. To The First National Bank of St. Mary's at Leonardtown, Maryland, a body corporate, on a judgment for Four Thousand Eighty-Five Dollars and Sixty-Nine ($4085.69) Cents, with interest from October 24, 1933, and costs, entered in said Court by the said First National Bank of St. Mary's at Leonardtown, against George C. Beverley and Helen Parsons Beverley, his wife, on October 24, 1933, and recorded in September Term, Docket 1933, with interest from October 24, 1933, plus attorney's fees, costs, interest, etc., a certified copy of which judgment is filed herewith as part hereof, marked "Plaintiff's Exhibit H."

Second: That the said George C. Beverley being so indebted as aforesaid to your Orators and also unto divers other persons, and having real estate of considerable value together with personal estate of the aggregate value of Three Thousand ($3000.00) Dollars, as by reference to the records of the Orphans' Court of St. Mary's County will more fully appear, departed this life on or about the 23rd day of August 1934 testate, having a last Will and Testament which has been duly admitted to probate in the said Orphans' Court and recorded in W. C. C. No. 11 Folio 432, a certified copy of which Will being filed herewith as part hereof, marked "Plaintiff's Exhibit I," under the terms of said Will all of the estate of said George C. Beverley being devised to the Defendant, Helen Parsons Beverley, and the Defendants, Helen Parsons Beverley and Sidney W. Beverley, being named as Executors therein, as by reference to the certified copy of said Will will more fully appear; that the said Executors duly qualified under the authority of said Will and a certified copy of the letters of Administration granted to them is filed herewith as

part hereof, marked "Plaintiff's Exhibit J."

Third: That the said George C. Peverley died seized and possessed of the following interest in the following enumerated real estate:

1. Two tracts or parcels of land in the Fourth Election District of St. Mary's County, one containing four hundred and twenty-eight and sixty-five one-hundredths (428.65) acres, more or less, and the other one hundred (100) acres, more or less, the said George C. Peverley owning at the time of his death an undivided thirty-four fifty-sixths (34/56) interest therein, ~~and your Orator, Sidney H. Peverley~~ and the Defendant, Helen Parsons Peverley, an undivided eight fifty-sixths (8/56) interest therein, and your Orator, Sidney H. Peverley, and undivided fourteen fifty-sixths (14/56) (or one-fourth) interest therein, the interest of the said George C. Peverley and Sidney H. Peverley, being acquired by the following conveyances:

(a) Deed from E. Dallam Parsons, dated October 4th, 1910, and recorded among the Land Records aforesaid, in Liber E. B. G. No. 9, folio 5-7.

(b) Deed from J. Hillery Parsons, Jr., and wife, dated November 1st, 1910, and recorded among the Land Records aforesaid, in Liber E.B.G. No. 9, folio 91.

(c) Deed from Martha Lee Wescott and husband, dated December 8th, 1910, and recorded among the Land Records aforesaid, in Liber E. B. G., No. 9, folio 136.

(d) Deed from J. Parran Parsons, unmarried, dated December 14, 1910, and recorded among the Land Records aforesaid, in Liber E. B. G. No. 9, folio 146.

The following conveyances being to George C. Peverley alone:

(e) Deed from Julian H. Parsons and wife, dated November 25th, 1913, and recorded among the Land Records aforesaid in Liber E. B. G. No. 12, folio 393.

(f) Deed from John H. Parsons, et al., dated November , 1914 and recorded ~~in Liber E. B. G. No. 16, folio 110~~. among the Land Records aforesaid in Liber E. B. G. No. 16, folio 110.

(g) Deed from Edmund J. Parsons, dated January 5th, 1917 and recorded among the Land Records aforesaid in Liber E. B. G. No. 16, folio 27; certified copies of which deeds being filed herewith as part hereof marked "Complainants' Exhibits K to R, inclusive"; the interest of the said Helen Parsons Peverley in said lands having been acquired by descent as follows: A one-eighth (1/8) interest from her father, John H. Parsons, and a one-fifty-sixth (1/56) interest from her brother, R. Gardiner Parsons; that the property hereinbefore described is subject to the two conveyances from George C. Peverley, et al., to the Board of Education and Mary Kurry Hancock, certified copies of which deeds are filed herewith, marked Plaintiff's Exhibit 71 and 72, and also to two rights of way granted to the State Roads Commission of Maryland, one recorded among the Land Records aforesaid in Liber J. W. M. no. 8, folio 189, and the other recorded among the Land Records aforesaid in Liber J. W. M. No. 8, folio 190, certified copies of said deeds being herewith filed as parts thereof, marked Plaintiff's Exhibits "73" and "74."

2. A tract or parcel of land situate and lying in the Fifth Election District of St. Mary's County, containing four (4) acres of land more or less and

described in a deed from Charles J. Wood and wife to the said George C. Peverley, dated July 8th, 1910, and recorded among the Land Records aforesaid in Liber E. B. G. No. 8, folio 472, a certified copy of which deed being filed herewith as part hereof, marked "Complainant's Exhibit R."

3. All that lot or parcel of land situate in the Fifth Election District of said County on the Three Notch Road, containing two and one-third (2-⅓) acres of land, more or less, described in a deed from William Schumacher and wife, to George C. Peverley, dated the 22nd day of November, 1911, and recorded among said Land Records in Liber E. B. G. No. 10, folio 26, a certified copy of which deed being filed herewith as part hereof, marked "Complainant's Exhibit S."

4. All that tract or parcel of land situate in the Fifth Election District of said County, containing eleven (11) acres, more or less, on the road leading from Mechanicsville to Leonardtown, and described in a deed from William Schumacher and wife, to George C. Peverley, dated December 13th, 1912, and recorded among the Land Records aforesaid in Liber E. B. G. No. 10, folio 430, a certified copy of which deed being filed herewith as part hereof, marked "Complainant's Exhibit T."

5. All that lot or parcel of land situate in the Fifth Election District of said County, containing one-third (⅓) of an acre, more or less, on the road leading from Mechanicsville to Trent Hall, and described in a deed from Alice O. Adams to George C. Peverley, dated the 15th day of March, 1913, and recorded among the Land Records aforesaid in Liber E. B. G. No. 11, folio 146 a certified copy of which deed being filed herewith as part hereof, marked "Complainant's Exhibit U."

6. All that tract or parcel of land in said County, containing thirty (30) acres, more or less, on the road leading from Harrisburg to Trent Hall, described in a deed from Alice O. Adams, to George C. Peverley, dated the 8th day of December 1913 and recorded among said Land Records in Liber E. B. G. No. 12, folio 185, a certified copy of which deed being filed herewith as part hereof, marked "Complainant's Exhibit V."

7. All that tract or parcel of land situate in the Fourth Election District of said County, containing two and one-half (2½) acres, more or less, described in a deed from D. Belle Parsons and husband, to the said George C. Peverley, dated the 25th day of November, 1913, and recorded among said Land Records in Liber E. B. G. No. 12, folio 394, a certified copy of which deed being filed herewith as part hereof marked "Complainant's Exhibit W."

8. All that tract or parcel of land situate on the public road leading from Mechanicsville to Leonardtown, in the Fifth Election District of said County, containing one hundred and sixty-seven and two-thirds (167⅔) acres, more or less, described in a deed from Wilhelm Schumacher and wife to George C. Peverley, dated the 28th day of August, 1917, and recorded among said Land Records in Liber E. B. G. No. 16, folio 395, a certified copy of which deed being filed herewith as part hereof, marked "Complainant's Exhibit X."

9. All those five (5) tracts or parcels of land situate in the Fourth Election District of said County, containing together three hundred and seventy-nine and three-fourths (379¾) acres of land, more or less, and being the same

and all the land described in a deed from Joseph N. Ching, Trustee, to George C. Peverley, dated the 20th day of December, 1922, and recorded among the Land Records aforesaid in Liber J. M. M. No. 1, folio 310, a certified copy of which deed being filed herewith as part thereof, marked "Complainants Exhibit Y." this conveyance described six (6) parcels of land, but the said George C. Peverley and wife, conveyed one (1) of said parcels containing one hundred (100) acres, more or less, to Leonard B. Johnson, by deed dated the 8th day of June, 1928, and recorded among the said Land Records in Liber J. M. M. No. 6, folio 171.

10. All those two (2) pieces or parcels of land, situate in the Fifth Election District of said County, containing together thirty-seven and seven-eights (37 7/8) acres of land, more or less, and described in a deed from N. Edelin Gough, treasurer, Hab., to George C. Peverley, dated the 3rd day of September, 1930, and recorded among the Land Records aforesaid in Liber J. M. M. No. 7, folio 153, a certified copy of which deed is filed herewith as part hereof, marked "Complainants Exhibit Z;" this conveyance described three (3) parcels of land, and the third was conveyed by George C. Peverley and wife, to August Staack and wife, by deed dated January 18th, 1932, and recorded among the Land Records aforesaid in Liber J. M. M. No. 7, folio 522.

11. All those tracts or parcels of land situate in said County, containing together eight hundred and thirty-three (833) acres of land, more or less, described in a deed from Justine Peverley Waddell, et al., to George C. Peverley, dated the 11th day of May, 1934 and recorded among the Land Records aforesaid in Liber J. M. M. No. 9, folio 80, a certified copy of which deed being filed herewith as part hereof, marked "Complainants Exhibit Z-1"

12. Any other tracts or parcels of land not hereinbefore specifically mentioned and described.

Fourth: That your Orators are informed and allege that the personal estate of which the said George C. Peverley died seized is not sufficient to discharge the just debts due and owing by him at the time of his death, and to pay the costs of administration of his estate, and therefore the real estate of the said George C. Peverley, deceased, should be sold for the payment of so much of the debts due by the said George C. Peverley at the time of his death as may remain unsatisfied by the application of the personal estate.

To The End Therefor:

(A) That the said Defendants, aforesaid, may answer this Bill of Complaint.

(B) That an account may be taken under direction of your Honors of the said debt due to your Orators, and all other debts which were owing by the said George C. Peverley at the time of his death, and which still remain unpaid.

(C) That all the personal estate of the said George C. Peverley may be applied in due course of administration in payment of all the bona fide debts of the said George C. Peverley due to your Orators, and to all other creditors who may come in and contribute as aforesaid.

(D) That the real estate of which the said George C. Peverley died seized, or so much thereof as may be necessary for the purpose, may be sold under your Honors Decree and Orders, for the payment of so much of the debts aforesaid, as may remain unsatisfied by the application of the personal estate of the said George C. Peverley thereto.

(E) And for such other and further relief as your Orator's case may require.

May it please your Honors to grant unto your Orator the Writ of Subpoena to be directed to the said Defendants Helen Parsons Peverley, and Helen Parsons Peverley and Sidney D. Peverley, Executors of the last Will and Testament of George C. Peverley, deceased, commanding 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 should not be passed as prayed.

And as in duty bound etc.

John W. T. Briscoe
Solicitor for Plaintiffs
County Corporation of Maryland
Ida J. Payne
Harrison Webb
R. Bernard Burch
B. Harris Carmalier
Solicitor for First National Bank
of St. Mary's.

Filed May 17, 1935

Petitioner's Exhibit A.

This Mortgage, Made this 29th day of April, in the year nineteen hundred and twenty-seven, by George C. Peverley and Helen P. Peverley, his wife both of St. Mary's County, State of Maryland.

Whereas the said George C. Peverley and Helen P. Peverley, his wife, are justly indebted unto The Eastern Shore Trust Company, a body corporate of the State of Maryland, in the full sum of Six Thousand Dollars, ($6,000.00), to be repaid with interest thereon at the rate of six per centum per annum, payable semi-annually, at the expiration of two years from the date of these presents, and have given, therefore, to the said The Eastern Shore Trust Company their joint and several promissory note for the said principal sum, of even date herewith, drawn to its order, and payable two years after date, and also their four joint and several promissory interest notes each for the sum of One Hundred and Eighty Dollars ($180.00), of the same date, to the same order and payable, respectively, six, twelve, eighteen and twenty-four months after date, to better secure the payment of all of which notes, as they severally become due, these presents are executed.

Now, therefore, this Mortgage witnesseth that in consideration of the premises and of the sum of One Dollar the said George C. Peverley and Helen P. Peverley, his wife, do grant and convey unto the said The Eastern Shore Trust Company, its successors and assigns, all those several tracts, pieces or parcels of land, situate, lying and being in the Fifth Election District of St. Mary's County, State of Maryland, lying contiguous to each other and being more particularly described as follows; that is to say:

(1) Beginning for the first part at a poplar tree at the southwest corner of the land conveyed by the said Charles J. Wood and wife, to Wilhelm Schumacher by deed dated June 9, 1910, near the State Bridge, running thence north easterly with division line of land above

mentioned and the land of the late Henry C. Adams to an ash tree, marked by three notches, thence leaving said line and running through the field in a southeasterly direction a distance of about 125 yards to a post, thence in a southerly direction to the public road at the end of a new wire fence, thence along said road to the place of beginning, containing four (4) acres, more or less. The land above named is a part of the land conveyed by deed to the said Charles J. Wood and Mary E. Wood, his wife, from Martha E. Combs and husband, on April 17 1906, recorded in Liber E.B.A. No 5, folio 461 etc., one of the Land Records of St. Mary's County. Being all and the same tractor parcel of land conveyed to George C. Pearley by deed from Charles J. Wood and Mary E. Wood, his wife, dated July 8, 1910 and recorded in Liber E.B.A. No. 8, folio 472, one of the Land Records of St. Mary's County, Maryland.

(2) Beginning for the first part at a post on the Three Notched Road at the intersection of the property hereby conveyed and the property of said George C. Pearley, running westerly with said road a distance of 39½ yards to a post, thence northerly a distance of 265 yards to a point, thence easterly to the property of said Pearley, thence southwesterly with said property to a post, thence southerly with said property to the place of beginning. Containing two and one-third (2⅓) acres, more or less. Being all and the same tract or parcel of land conveyed to George C. Pearley by deed from William Rehnmacher and Elizabeth Rehnmacher, his wife, dated February 22, 1911, and recorded in Liber E. B. A. No. 10, folio 26, one of the Land Records of St. Mary's County, Maryland.

(3) All that portion of a large tract of land lying and being in the Fifth Election District of said St. Mary's County, and about one half mile from Mechanicsville, called and known as "Phillip Luck and Fortune, which is particularly described as follows: Beginning at a point on the State Road leading from Mechanicsville to Leonardtown, at the south-east corner boundary of the lot now owned and occupied by the said George C. Pearley, and thence running in a south-easterly direction with said State Road a distance of about 190 yards to a red cedar post now set, thence in a straight line from said red cedar post in a north-easterly direction to another red cedar post now set on the public road leading from Mechanicsville to Trent Hall Wharf, which last mentioned cedar post is about 130 yards from the point of land of the H. C. Adams heirs which lies immediately west of said Mechanicsville-Trent Hall public road, thence with said Mechanicsville-Trent Hall public road the aforesaid distance of 130 yards and continuing along the boundary line fence between the land herein conveyed and the land of the said H. C. Adams' heirs and continuing further along the southern line of the land now owned and occupied by the said George C. Pearley to the place of beginning, containing by estimation eleven acres, and being a portion of the land which was conveyed to the said Wilhelm Rehnmacher by deed dated June 9, 1910, from Charles J. Wood and Mary E. Wood, his wife, recorded in Liber E. B. A. No. 8, folio 442 et seq., one of the Land Records of St. Mary's County. Being all and the same tract or parcel of land conveyed to George C. Pearley by deed from Wilhelm Rehnmacher and Elizabeth Rehnmacher, his wife, dated December 13, 1912, and recorded in Liber E. B. A. No. 10, folio 430, one of the Land Records of St. Mary's

County, Maryland.

(4) Beginning for the same at a stone on the South side of the road leading from Mechanicsville to Trent Hall same being the bounds stone between the land now owned by Alice D. Adams and the land owned by George C. Peverley running in a Westerly direction with said road 96 feet to a stone, thence in a Southerly direction 318 feet to the intersection of the dividing line between the said Peverley and the said Alice D. Adams, thence back with the said dividing line to the place of beginning, a distance of 326 feet. The said lot being triangular in shape, supposed to contain about one-third of an acre. The land hereby conveyed is part of the Home Farm of the late Henry C. Adams. Being all and the same tract or parcel of land conveyed to George C. Peverley by deed from Alice D. Adams, widow, dated March 15, 1913, and recorded in Liber E. B. A. No. 11, folio 146, one of the Land Records of St. Mary's County, Maryland.

(5) Beginning for the same at a point on the right hand side of the Public Road leading from Harrisburg to Trent Hall, in the division line between the property hereby conveyed, and the old Harrisburg lot and with said Public Road to the land of George C. Peverly, thence with the division line between the land hereby conveyed and George C. Peverly to the Three Notched Road, thence with said Three Notched Road to the aforementioned Harrisburg lot, thence with lines of the Harrisburg lot to the place of beginning, containing about 20 acres, more or less. The same being all of the land contained in said Home Farm of the late Henry C. Adams, on the right hand side of Public Road leading from Harrisburg to Trent Hall. The said land is located in the Fifth Election District of said County and State and was conveyed to Alice D. Adams by Will of the late Henry C. Adams as per records of the Orphan's Court for St. Mary's County. Being all and the same tract or parcel of land conveyed to George C. Peverly by deed from Alice D. Adams, widow, dated December 8, 1913, and recorded in Liber E. B. A. No. 12, folio 185, one of the Land Records of St. Mary's County, Maryland.

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 parcels of ground and premises unto and to the proper use and benefit of The Eastern Shore Trust Company, a body corporate, its successors and assigns forever.

Provided, that if the said George C. Peverly and Helen P. Peverly, his wife, their heirs, personal representatives and assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two Thousand Dollars, and all interest thereon accrued, when and as the same may become due and payable, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said George C. Peverly and Helen P. Peverly shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said George C. Peverly and Helen P. Peverly, his wife, for themselves and for their

heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said The Eastern Shore Trust Company, a body corporate, its successors or assigns, or John H. T. Briscoe, its their 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 and 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 newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient: And in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty Dollars and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee 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, their personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under Order or Decree of the Circuit Court for St. Mary's County in Equity which said expenses, costs and commission the said Mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or John H. T. Briscoe, its said Attorney, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said George C. Peverley and Helen P. Peverley, his wife, for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mort-

gage its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Dollars, and to cause the policy to be effective 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 their lien or claim hereunder and to deliver said policy or policies to the said Mortgagee its successors and assigns.

Witness the hands and seals of the said Mortgagors

Test:
C. P. Herbert.

George C. Pemerley (Seal)
Helen P. Pemerley (Seal)

State of Maryland St. Mary's County, To Wit:

I Hereby Certify, that on this 29th day of April in the year nineteen hundred and Twenty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George C. Pemerley and Helen P. Pemerley, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be their

(N. P.) C. P. Herbert.
(Seal) Notary Public.

State of Maryland St. Mary's County to wit:

I hereby certify, that on this 30th day of April, in the year nineteen hundred and twenty-seven, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Stephen M. Jones, Cashier and Agent of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named Mortgagee, for the purpose of making this affidavit.

Witness my hand and Notarial Seal.

(N. P.)
(Seal)

W. W. B. Wise
Notary Public

For value received, we hereby assign the within mortgage to County Corporation of Maryland its successors and assigns, without recourse.

As witness, the corporate seal of County Trust Company of Maryland (formerly Eastern Shore Trust Company) and the signatures of its duly authorized officers this 5th day of February, 1932.

Attest:
E. M. Wagner

(Corp. Seal)

County Trust Company of Maryland
By Harper D. Miles
Pres.

Received this 15th day of February, 1932, at 2:20 o'clock P. M. for record. Same day recorded and returned per me.
Recdg. $0.40 Paid.

Jos. M. Mattingly,
Clerk.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true copy of the Mortgage from George C. Pemerley et ux to The Eastern Shore Trust Company, dated April 29, 1927, and recorded in Mortgage Liber J. M. M. No. 2, Folio 199 &c. reg., one of the Land Records of St. Mary's County, Maryland.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 17th. day of May, in the year one thousand nine hundred and thirty-five.

(Court Seal)

J. M. Mattingly
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

Filed May 17, 1935

Petitioners Exhibit B.

This Mortgage, Made this 28th day of December in the year nineteen hundred and twenty-two, by and between George C. Peverley and Helen P. Peverley, his wife, both of St. Mary's County and State of Maryland parties of the first part, Mortgagors, and Joseph N. Ching, also of said St. Mary's County, party of the second part, Mortgagee.

Whereas, the said George C. Peverley is justly indebted unto the said Joseph N. Ching in the full sum of twenty-six hundred and sixty-six dollars and sixty-seven cents ($2666.67), advanced and loaned to him by the said Joseph N. Ching to enable him to pay the balance of the purchase price for the land hereinafter described and hereby conveyed which the said George C. Peverley purchased of the said Joseph N. Ching as trustee under a decree of the Circuit Court for St. Mary's County, sitting in Equity, and which upon the final ratification of the sale, the said Joseph N. Ching, as said trustee, has conveyed to the said George C. Peverley, as will appear from said deed, dated December 20, 1922, delivered at and immediately before the execution of this Mortgage and to be recorded among the Land Records of said St. Mary's County immediately before the recording of this mortgage, and the said George C. Peverley and Helen P. Peverley, his wife, have given therefor to the said Joseph N. Ching their two joint and several promissory notes, of even date herewith, payable to the order of the said Joseph N. Ching, one for the sum of thirteen hundred and thirty-three dollars and thirty-four cents ($1333.34) and payable on or before May 30, 1923, with interest thereon from May 30, 1922, at the rate of six per centum per annum, and the other for the sum of thirteen hundred and thirty-three dollars and thirty-three cents ($1333.33) and payable on or before May 30, 1924, with interest thereon from May 30, 1922 at the rate of six per centum per annum, payable annually at the expiration of each year accounting from May 30, 1922; to better secure the payment of each of said promissory notes, with interest as aforesaid, these presents are executed as a purchase money mortgage of said land.

Now, Therefore, This Mortgage Witnesseth that in consideration of the premises, and of the sum of one dollar, the said George C. Peverley and Helen P. Peverley, his wife, do hereby grant and convey unto the said Joseph N. Ching, his heirs and assigns, in fee simple, all that tract, part of a tract, piece or parcel of ground and premises, situate, lying and being in the Fourth Election District of St. Mary's County and State of Maryland, of which the late Thomas H. Fowler died seized and possessed, entirely, and now known as containing three hundred and seventeen and three-quarters acres of land and now commonly called and known as "The Girdle Burnside Farm," composed of several tracts, parts of tracts, pieces or parcels of ground and premises heretofore known as "Cooper's Addition" and by

 17347 N.E.

other names, or by whatsoever name or names the same, or any part or parts thereof, may be, or may have been called and known, except about one hundred and fifty acres of the entire tract as originally conveyed to the said Thomas H. Fowler by deed of Aquilla Burroughs, trustee, dated September 7, 1883, recorded among said Land Records in Liber J. F. F. No. 6, folio 496, these one hundred and fifty acres, excepted as aforesaid, having been conveyed by deed of said Thomas H. Fowler and his wife dated November 29, 1888, and recorded among said Land Records in Liber J. F. F. No. 11, folio 164, to Catherine Burroughs, as will appear from the aforesaid deed of Joseph H. Ching, trustee, to the said George C. Pewley, executed as aforesaid and now delivered to be recorded as aforesaid immediately before the recording of this mortgage.

Being all and the same land conveyed as aforesaid by the said Joseph H. Ching, trustee, to the said George C. Pewley.

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 Joseph H. Ching, his heirs and assigns forever.

Provided, that if the said George C. Pewley and Helen P. Pewley, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of twenty-six hundred and sixty-six and 66/100 Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said George C. Pewley and Helen P. Pewley, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said George C. Pewley and Helen P. Pewley, his wife, for themselves, their heirs, personal representatives and assigns, do hereby promise and covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Joseph H. Ching, his personal representatives or assigns, or T. Alison Wilmer their 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 newspaper printed in said St. Mary's County, and such other notice as the said Mortgagee his personal representatives or assigns, may be deemed expedient, and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of thirty dollars and a 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, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under ~~powers~~ orders and decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives and assigns, or L. Allison Wilmer their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said George C. Pendley and Helen P. Pendley, his wife for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand Dollars, and to cause the policy to be effective 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 their lien or claim hereunder and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

 17347 N. E.

Witness the hands and seals of the said Mortgagors.

Test: George C. Peverley (Seal)
C. P. Herbert. Helen P. Peverley (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby Certify, that on this 28th day of December, in the year nineteen Hundred and twenty-two before me, Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George C. Peverley and Helen P. Peverley, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be his and her act.

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

(N. P.) C. P. Herbert
(Seal) N. P.

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 29th day of December, 1922, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County, personally appeared Joseph W. Ching, the Mortgagee named in the within Mortgage and made oath in due form of law, that the consideration set forth in the said Mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial seal the day and year first above written.

(N. P.) C. P. Herbert
(Seal) N. P.

I Hereby assign the within Mortgage without recourse To The Eastern Shore Trust Company, a body corporate.

As witness my hand and seal this 16th day of January, 1923.

~~Jos. M. Mattingly~~
~~Clerk.~~

Test: Joseph W. Ching (Seal)
Stephen M. Jones Mortgagee

Received this 18th day of January, 1923, at 2:30 o'clock P. M. for record. Same day recorded and examined for me.
Recdg. 0.40 Cl. Jos. M. Mattingly
Clerk.

For value received, we hereby assign the within Mortgage to County Corporation of Maryland its successors and assigns, without recourse.

As witness the corporate seal of Eastern Shore Trust Company and the signatures of its duly authorized officers this 18th day of July, 1933

Attest: (Corp.) Eastern Shore Trust Company
V. F. Bowen (Seal) By Harper L. Wilde
Asst. Sec. Pres.

Received this 15th day of February, 1935, at 2:20 o'clock P. M. for

record. Same day recorded and examined per me.
Recdg. $0.40 Paid.

Jas. M. Mattingly,
Clerk.

State of Maryland Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of that Mortgage from George C. Beverley et ux to Joseph N. Thing, dated December 28th, 1922, as recorded in Deed Record Liber J. M. M. No. 1, Folio 311 et seq. one of the Land Records of St. Mary's County, Maryland, and the 29th. day of December, 1922, at 11:00 o'clock A.M.
In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 17th day of May, in the year one thousand nine hundred and thirty-five.

(Court)
(Seal)

Jas. M. Mattingly
Clerk.

Filed May 17, 1935

Plaintiff's Exhibit C

In the Circuit Court for
St. Mary's County
Jas. M. Mattingly, Clerk

No. 1 Docket Vol. Appr.
Term March, 1929 Page 10

The Eastern Shore Trust Co.
Use County Corporation of Md.
Use Reconstruction Finance Corporation
Use County Corporation of Md.,
Bodies corporate.
Vs.
George C. Beverley and
Helen P. Beverley
Defendants

Plaintiff's Costs $8.05
Defendants Costs #
March 19, 1929, Judgment in favor of Plaintiff for $5,001.32 with interest from March 19, 1929 and costs; with rights of exemption waived and 10 per cent Attorney's fee for collection.

Received payment of $3.05
Clerk's Costs 3-19-29

Wm. G. Fenwick,
Deputy
Paid by John H. T. Briscoe, Atty.

Filed May 17, 1935

True Copy Test:
(Court)
(Seal)

Jas. M. Mattingly
Clerk.

Petitioner's Exhibit D.

In the Circuit Court for
St. Mary's County
Jas. M. Mattingly, Clerk.

No. 1 Docket Vol. Appr.
Term March, 1929 Page 10

The Eastern Shore Trust Co.
Use County Corporation of Md.

Plaintiff's Costs $8.05
Defendants Costs #

1734 N. E.

Use Reconstruction Finance Corporation
Use County Corporation of Md., bodies corporate.
Vs.
George C. Peverley and Helen P. Peverley
Defendants.

March 19, 1929, Judgment in favor of Plaintiff for $8,001.33 with interest from March 19, 1929 and costs; with right of exemption waived and 10 per cent Attorney's fees for collection.

Received payment of $3.05
Clerk's Costs 3-19-29
Wm. G. Fenwick, Deputy
Paid by John H. T. Bristow, Atty.

True Copy Test:
(Court) (Seal)
Jas. M. Mattingly
Clerk.

Filed May 17, 1935

Petitioner's Exhibit E

In the Circuit Court for
St. Mary's County
Jas. M. Mattingly, Clerk

No. 5 Docket Appts.
Term December, 1934 Page 2
Joseph M. Mattingly,
Use Ida J. Payne
Plaintiff
Vs.
George C. Peverley and
Helen P. Peverley, his wife and
Sidney H. Peverley and
Helen P. Peverley, sole devisee
and terre-tenants of George C.
Peverley, deceased.
$12.50 Costs.

Plaintiff's Costs $12.50
Defendant's Costs $
December 3, 1934, Trial Judgment in favor of Plaintiff for $2,316.72 with interest from December 3, 1934 and costs; with rights of exemption waived.

True Copy Test:
(Court) (Seal)
Jas. M. Mattingly
Clerk.

Filed May 17, 1935

Petitioner's Exhibit F.

In the Circuit Court for
St. Mary's County
Jas. M. Mattingly, Clerk.

No. 19 Docket Vol. Appts.
Term June, 1932 Page 15
Harrison Hobbs
Plaintiff
Vs.
George C. Peverley.
Helen P. Peverley and
Ray Snyder.
Defendants

Plaintiff's Costs $ 8.05
" " Atty. Com. 100.00
August 1, 1932, Judgment in favor of Plaintiff for $1,000.00 with interest from July 18, 1932 and costs, with rights of exemption.

Received payment of $3.05
Clerk's costs 8/1-32

True Copy Test:
(Court) (Seal)
Jas. M. Mattingly
Clerk

Wm. G. Fenwick, Deputy
Paid by John W. P. Briscoe, Atty.

Filed May 17, 1935

Petitioner's Exhibit #1.

This Deed, Made this 9th day of March, in the year one thousand nine hundred and thirty-one, by George C. Peverley and Helen P. Peverley, his wife, both of St. Mary's County, State of Maryland: Sidney D. Peverley and Carolyn N. Peverley, his wife, both of Harford County, State of Maryland.

Witnesseth that in consideration of the sum of $10 and other good and valuable considerations the said George C. Peverley, Helen P. Peverley, his wife, Sidney D. Peverley and Carolyn N. Peverley, his wife, do grant and convey unto The Board of Education of St. Mary's County, Maryland, a body corporate of the State of Maryland, its successors and assigns, in fee simple, all that tract, piece or parcel of land situate, lying and being in the Fourth Election District of St. Mary's County, Maryland and described as follows, that is to say:

Beginning for the at a stake now set on the West side of the State Road, leading from Mechanicsville to St. Joseph's Church, a boundary of Part of St. Johns and Little St. Thomas, now owned by George C. Peverley; thence running with said land A R 73½ deg. West 497.6 feet to a post now set, S R. 16½ deg. E. 22.5 feet to a post now set, S N 73½ deg. E. 497.6 feet to a post now set, then 2½ feet in the same straight line to the South side of a large locust tree, standing on the West side of the said road, N. 16½ deg. W. 22.5 feet to the beginning, containing 6 acres of land more or less, and being a portion of the tract or parcel of land called and known as St. Johns or Little St. Thomas, being the Home Farm of the Late John H. Parsons; for title reference see following Deeds: First, Deed dated October 4, 1910, and recorded in Liber E. B. A. No. 9, Folio 57, one of the Land Records of St. Mary's County, Maryland, from E. Dallam Parsons, to George C. Peverley and Sidney D. Peverley; Second, Deed dated November 1, 1910, and recorded in Liber E. B. A. No. 9, Folio 91, one of the Land Records of St. Mary's County, Maryland, from J. Hilary Parsons and Elizabeth V. Parsons, his wife, to George C. Peverley and Sidney D. Peverley; Third, Deed dated December 9, 1910, and recorded in Liber E. B. A. No. 9, Folio 126, one of the Land Records of St. Mary's County, Maryland, from Martha Lee Westcott and John G. Westcott, her husband, to George C. Peverley and Sidney D. Peverley; Fourth, Deed dated December 6, 1910, and recorded in Liber E. B. A. No 9, Folio 146, one of the Land Records of St. Mary's County, Maryland, from J. Thomas Parsons, to George C. Peverley and Sidney D. Peverley; Fifth Deed dated November 25, 1912, and recorded in Liber E. B. A. No. 12, Folio 393, one of the Land Records of St. Mary's County, Maryland, from Julian H. Parsons and L. Belle Parsons, his wife, to George C. Peverley; Sixth, Deed dated January 5, 1917, and recorded in Liber E. B. A. No. 16, folio 27, from Edward J.

Parsons to George C. Beverley; Seventh. Deed dated in the month of November, in the year 1924 and recorded in Liber E. B. A. No. 16. Folio 110, one of the Land Records of St. Mary's County, Maryland, from John H. Parsons and others to George C. Beverley. The Deeds above referred to, conveying all of the interests of the heirs at law of the said John H. Parsons with the exception of the interest of Helen B. Beverley, one of the grantors in this Deed and the remaining heir at law of the said John H. Parsons, a survey of the above land was made by Charles A. Heard, County Surveyor on the 13th day of December, 1930, a certificate of which is intended to be put in the Land Records of the County and State aforesaid, of even date herewith.

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

To Have and to Hold the 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 The Board of Education of St. Mary's County, Maryland, a body corporate of the State of Maryland, its successors and assigns in fee simple.

And the said George C. Beverley and Helen P. Beverley, his wife, Sidney D. Beverley and Carolyn H. Beverley, his wife, do covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said property, as may be requisite.

Witness the hands and seals of said grantors:

Test:
C. P. Herbert

Test:
Edmond P. H. Harrison, Jr.

George C. Beverley (Seal)
Helen P. Beverley (Seal)
Sidney D. Beverley (Seal)
Carolyn H. Beverley (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify, that on this 3rd day of February, in the year one thousand nine hundred and thirty-one, before me, the subscriber, a Notary Public, of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared George C. Beverley, and Helen P. Beverley his wife, and each acknowledged the foregoing Deed to be their act.

(N. P.)
(Seal)

C. P. Herbert
Notary Public.

State of Maryland, Harford County to wit:

I hereby certify that on this 9th day of March, in the year one thousand nine hundred and thirty-one, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Harford County aforesaid, personally appeared Sidney D. Beverley and Carolyn H. Beverley, his wife, and each acknowledged the foregoing Deed to be their act.

(N. P.) Betty Mahan
(Seal) Notary Public

State of Maryland Saint Marys County, to wit:

I Hereby Certify, that the above and aforegoing is a true and correct copy of the Deed from George C. Beverly, et al. to The Board of Education of St. Marys County, dated March 9, 1934, as recorded in Deed Liber J. M.M. No. 7, Folio 249, one of the Land Records of Saint Marys County, State of Maryland, on the 12th day of March, 1935, at 11:15 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty four.

(Court) Jas. M. Mattingly
(Seal) Clerk of the Circuit Court for
Saint Marys County, Maryland.

Filed May 17, 1935

Petitioner's Exhibit 72.

This Deed, Made this 12th day of November, in the year one thousand nine hundred and thirty-one by George C. Beverley and Helen P. Beverley, his wife, both of St. Marys County, State of Maryland and Sidney D. Beverley and Carolyn K. Beverley, his wife, both of Hartford County, State of Maryland.

Witnesseth that in consideration of the sum of $10 and other good and valuable considerations, the said George C. Beverley and Helen P. Beverley, his wife, and Sidney D. Beverley and Carolyn K. Beverley, his wife, do grant and convey unto Mary Hurley Hancock, of St. Marys County, State of Maryland, her heirs and assigns, in fee simple, all that lot, tract, piece or parcel of land, situate, lying and being in the 4th Election District of St. Marys Co. Md., and described as follows, that is to say:

Beginning for the same at A, a post now set at the Northeast corner of Lot No. 3, on the West side of the State Road leading from Helen to Margaretta; thence running with said lot, South 3½ deg. West 348.3 feet to a post now set at the Northwest corner of said lot, a boundary of George C. Beverley's land, thence running with said land North 87¼ deg. West 200 feet to a post now set, North 2½ deg. East 285 feet to a post now set on the West side of the aforesaid State road; thence running down said road West side South 3-3¼ deg. East 100 feet, South 46 deg. East 100 feet South 39¾ deg. East 115 feet to the beginning, containing 3.35 acres, more or less, and being a portion of the tract or parcel of land called and known as St. Johns and Little St. Thomas, being the home farm of the late John W. Parsons, for title reference see following Deeds:

(1) Deed dated October 4, 1910, and recorded in Liber E.B.G. No. 9, Folio 3-7, one of Land Records of St. Marys County, Maryland from E. Dallam Parsons to George C. Beverley and Sidney

D. Peverley. (2) Deed dated November 1, 1910, and recorded in Liber E. B. A., No. 9, Folio 91, one of the Land Records of St. Mary's County, Maryland from J. Hilary Parsons and Elizabeth V. Parsons, his wife, to George C. Peverley and Sidney D. Peverley. (3) Deed dated December 9, 1910, and recorded in Liber E. B. A. No. 9 Folio 136, one of the Land Records of St. Mary's County, Maryland, from Martha Lee Westcott and John G. Westcott, her husband, to George C. Peverley and Sidney D. Peverley (4) Deed dated December 8, 1910, and recorded in Liber E. B. A., No. 9, Folio 146, one of the Land Records of St. Mary's County, Maryland from J. Thomas Parsons to George C. Peverley and Sidney D. Peverley. (5) Deed dated November 25, 1913, and recorded in Liber E. B. A. No. 12, Folio 393, one of the Land Records of St. Mary's County, Maryland, from Julian H. Parsons and L. Belle Parsons, his wife, to George C. Peverley (6) Deed dated January 3, 1917 and recorded in Liber E. B. A. No 16 Folio 27, from Edward J. Parsons, to George C. Peverley (7) Deed dated in the month of November, in the year 1914, and recorded in Liber E. B. A. No. 16, Folio 110, one of the Land Records of St. Mary's County, Maryland, from John H. Parsons, and others, to George C. Peverley. The deeds above referred to, conveying all of the interests of the heirs at law of the said John H. Parsons, with the exception of the interest of Helen P. Peverley, one of the grantors in this Deed and the remaining heir at law of the said John H. Parsons; a survey of the above land was made by Charles A. Heard, County Surveyor, on the 9th day of November, 1931. A certificate of which, is intended to be put in the Land Records of the County, and State aforesaid, of even date herewith.

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

To Have and to Hold the 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 Mary Emery Hancock, her heirs and assigns, in fee-simple.

And the said George C. Peverley and Helen P. Peverley, his wife, and Sidney D. Peverley and Carolyn N. Peverley his wife, hereby covenant ~~to~~ that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said property, as may be requisite.

Witness the hands and seals of said grantors.

Test:
C. P. Herbert

George C. Peverley (Seal)
Helen P. Peverley (Seal)
Sydney D. Peverley (Seal)
Carolyn N. Peverley (Seal)

Test:
Grace T. Bosley

State of Maryland, St. Mary's County, to wit:

I Hereby Certify, that on this 12th day of November, in the year one thousand nine hundred and thirty-one, before me, the subscriber, a Notary Public, of the State of

Maryland, in and for St. Mary's County, aforesaid, personally appeared George C. Beverley and Helen P. Beverley, his wife, the grantors herein, and each acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

(N.P.) (Seal)

L. P. Herbert
Notary Public

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 13th day of November, in the year 1931, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Sydney H. Beverley and Carolyn K. Beverley, his wife, the grantors, herein, and each acknowledged the foregoing Deed to be their act.

Witness my hand and notarial seal.

My Com. expires May 1, 1932.

(N. P.) (Seal)

Grace T. Baxley
Notary Public

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That ~~the~~ the above and aforegoing is a true and correct copy of the Deed from George C. Beverley et al, to Mary Harry Hancock, dated November 13, 1931, and recorded in Deed Record, Liber J. M. M. No. 7, Folio 427 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 14th day of November, in the year 1931, at 11.00 o'clock A. M.

In Testimony Whereof, I Hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th. day of December, in the year one thousand nine hundred and thirty-four.

(Court) (Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

Filed May 17, 1932.

Petitioner's Exhibit 7-2

Whereas the State Roads Commission of Maryland, acting for the State of Maryland, proposes to acquire the land shown on the State Roads Commission of Maryland's Plat No. 43, which is duly recorded or intended to be recorded among the Land Records of St. Mary's County in the State of Maryland, in order to lay out and construct, under its Contract No. M-103-1-811, a road, together with the appurtenances thereto belonging, as a part of the Maryland State Roads System, and

Whereas, the laying out of said road in addition to being required for public convenience, necessity and safety, is a material benefit to the undersigned.

Now, Therefore, in consideration of the above premises, One Dollar ($1.00) and other good valuable considerations, the receipt whereof is hereby acknowledged, we, for ourselves, our heirs, successors, executors, administrators and assigns, do hereby

grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, forever, in fee simple, all our right, title and interest, free and clear of all liens and encumbrances, in and to all that land, together with the appurtenances thereto belonging or in any wise appertaining lying between the extreme outlines of the said proposed road as shown on the aforesaid plat, all of which is made a part hereof; and we, for ourselves, our heirs, successors, executors, administrators and assigns do further hold the State of Maryland and the State Roads Commission of Maryland, their members, officers, agents and employes harmless and free from molestation for any purpose, matter or thing whatsoever, arising out of the taking or use as aforesaid by the said Commission, including any change of grade or drainage.

In Testimony Whereof, we have hereunto set our hands and seals this day of 8 in the year 19

Witness: C. P. Herbert — George C. Beverley (Seal)
Witness: C. P. Herbert — Helen P. Beverley (Seal)
Witness: John L. Shriner — Sydney N. Beverley (Seal)
Witness: John L. Shriner — Carolyn N. Beverley (Seal)

Witness:
R. N. Catharon, Secty. (Corp Seal) — Jesse Turner, Vice Pres E. P. T. Co.

Witness: Ike Weiner — Harrison Hobbs (Seal)
Witness: Ike Weiner — Jos. M. Mattingly (Seal)

State of Maryland in and for St. Mary's Co.

Before me a Notary Public of the State and County aforesaid personally appeared George C. Beverley & Helen P. Beverley his wife the above named grantors and they jointly and severally acknowledged the aforegoing deed & release to be their act.

Witness my hand and Notarial seal this 31st day of December in the year 1932.

My Com. Expires May 14 1933 — (N. P.) (Seal) — C. P. Herbert N. P.

State of Maryland, in and for Harford County:

Before me, a Notary Public of the State and County aforesaid, personally appeared Sydney N. Beverley and Carolyn N. Beverley, his wife, the above named grantors, and they jointly and severally acknowledged the aforegoing deed and release to be their act.

Witness my hand and Notarial seal this 29th day of Dec. in the 1932.

My Commission expires May 1st 1933 — (N. P.) (Seal) — Lillian R. Forward Notary Public

State of Maryland in and for St. Mary's County:

Before me a Notary Public of the state and county aforesaid personally appeared Jesse Turner, Vice President of the Eastern Shore Trust Company a body corporate and on behalf of said body corporate acknowledged the aforegoing deed and release to be its act.

Witness: (N. P.) C. P. Herbert
C. P. Herbert (Seal) Notary Public
My Commission expires May 1933

State of Maryland in and for St. Mary's County.

Before me a notary public of the State and County aforesaid personally appeared Joseph M. Mattingly one of the above named grantors and acknowledged the aforegoing deed and release to be his act and deed.

My Commission expires (N. P.) Ike Weiner
May 1934 (Seal) Notary Public

State of Maryland in and for St. Mary's County;

Before me a notary public of the State of Maryland in and for St. Mary's County aforesaid personally appeared Harrison Wadden one of the above named grantors and acknowledged the aforegoing deed and release to be his act and deed.

Witness my hand and notarial seal this 10th day of January 1933.

My Commission expires (N. P.) Ike Weiner
May 1934 (Seal) Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Right of Way Deed from George C. Beverley et al. to State of Maryland, Use State Roads Commission of Maryland dated about December 21, 1932, as recorded in Deed Liber J. M. M. No. 8, Folio 190, one of the Land Records of Saint Mary's County, State of Maryland, on the 10th day of January, 1933, at 10:25 o'clock A.M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 17th. day of May, in the year one thousand nine hundred and thirty-five.

Jos. M. Mattingly,
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County Maryland.

Filed May 17, 1935

Petitioner's Exhibit 7-4

Whereas the State Roads Commission of Maryland, acting for the State of Maryland, proposes to acquire the land shown on the State Roads Commission of Maryland's Plat No. 430 which is duly recorded or intended to be recorded among the Land Records of St. Mary's County in the State of Maryland, in order to lay out and construct, under its Contract No. S M-1031-811, a road, together with the appurtenances thereto belonging, as a part of the Maryland State Roads System, and

 1734 N.E.

Whereas the laying out of said road in addition to being required for public convenience, necessity and safety, is a material benefit to the undersigned--

Now, Therefore, in consideration of the above premises, One Dollar ($1.00) and other good valuable considerations, the receipt whereof is hereby acknowledged, we, for ourselves, our heirs, successors, executors, administrators and assigns, do hereby grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, forever in fee simple, all our right, title and interest, fee and clear of all liens and encumbrances, in and to all that land together with the appurtenances thereto belonging, or in any wise appertaining lying between the extreme outlines of the said proposed road as shown on the aforesaid plat, all of which is made a part hereof; and we, for ourselves, our heirs, successors, executors, administrators and assigns do further hold the State of Maryland and the State Roads Commission of Maryland, their members, officers, agents and employes harmless and free from molestation for any purpose, matter or thing whatsoever, arising out of the taking as above as aforesaid by the said Commission, including any change of grade or drainage.

In Witness Whereof we have hereunto set our hands and seals this day of in the year 19 .

Witness: C. P. Herbert
Witness: C. P. Herbert
Witness: John L. Shriner
Witness: John L. Shriner

George C. Beverley (Seal)
Helen P. Beverley (Seal)
Sydney D. Beverly (Seal)
Carolyn N. Beverly (Seal)

Witness
R. H. Rotharoe, Secty.

(Corp.)
(Seal)

Jesse Turner
Vice Pres. E. P. T. Co.

Witness: Ike Weiner
Witness: Ike Weiner

Harrison Hobbs (Seal)
Jos. M. Mattingly (Seal)

State of Maryland in and for Pr. Geo's Co.

Before me a Notary Public of the State & County aforesaid personally appeared George C. Beverley & Helen P. Beverley, his wife the above named grantors and they jointly and severally acknowledged the aforegoing deed and release to be their act.

Witness my hand & Notarial seal this 31st day of December in the year 1932.

My Commission Expires
May, 1933

(N. P.)
(Seal)

C. P. Herbert
N. P.

State of Maryland in and for Harford County:

Before me, a Notary Public of the State and County aforesaid personally appeared Sydney D. Beverly and Carolyn N. Beverly, his wife the above named grantors and they jointly and severally acknowledged the aforegoing deed and release to be their act.

Witness my hand and Notarial seal this 29th day of Dec. in

the year 1932.
My Commission expires (N.P.) Lillian R. Farwood
May 1st 1933. (Seal) Notary Public

State of Maryland, in and for St. Marys County:
Before me a Notary Public of the State and County aforesaid personally appeared Jesse Turner Vice President of the Eastern Shore Trust Company a body corporate and on behalf of said body corporate, acknowledged the aforegoing deed and release to be his act.
Witness my hand and notarial seal this 31st day of December 1932

Witness (N.P.) C. P. Herbert
C. P. Herbert (Seal) My Commission expires May 1933.

State of Maryland in and for St. Marys County:
Before me a notary public of the State of Maryland, personally appeared Joseph M. Mattingly one of the above named grantors and acknowledged the aforegoing deed and release to be his act and deed.
Witness my hand and seal this 10th day of January 1933.

My Commission expires (N.P.) Ike Weiner
May 1934. (Seal) Notary Public

State of Maryland in and for St. Marys County:
Before me, a notary public ~~in the~~ State of Maryland in and for St. Marys County aforesaid personally appeared Harrison Nabbs one of the above named grantors and acknowledged the aforegoing deed and release to be his act and deed.
Witness my hand and notarial seal January 5th 1933.

My Commission expires (N.P.) Ike Weiner
May 1934. (Seal) Notary Public

~~State of Maryland, in and for Saint Marys County:~~
~~Before me~~
State of Maryland, Saint Marys County, to wit:
I Hereby Certify, That the above and aforegoing is a true and correct copy of the Right of Way Deed from George C. Beverley et al to State of Maryland, Use State Roads Commission of Maryland, dated about December 31, 1932 and recorded in Deed Liber J. M. M. No. 8, Folio 189, one of the Land Records of Saint Marys County, State of Maryland, on the 10th day of January, 1933, at 10:30 o'clock A. M.
In Testimony Whereof, I hereto set my hand and hereto affix the seal of the Circuit Court for Saint Marys County, State of Maryland, this 17th day of May, in the year one thousand nine hundred and thirty five.

Jos. M. Mattingly
(Court) Clerk of the Circuit Court for
(Seal) Saint Marys County, Maryland

Filed May 17, 1935

17 34 N.E.

Petitioner's Exhibit G.

In the Circuit Court
For St. Mary's County
Jos. M. Mattingly

No. 18 Docket Vol. Appx.
Page 14.

Term June, 1933
A. Bernard Burch
Plaintiff

Vs.

George C. Peverley and
Helen P. Peverley
Defendants

Plaintiff's Costs $8.05
" " Atty. Comm. 204.71

Defendants Costs

August 4, 1933, Judgment in favor of Plaintiff for $2,647.12 with interest from August 4, 1933 and costs; with right of exemption waived.

Received payment of $3.05
Clerk's Costs 8-4-33

True Copy Test:
(Court) Jos. M. Mattingly
(Seal) Clerk.

Wm. G. Fenwick, Deputy
Paid by John H. T. Brecknock, Atty.

Filed May 17, 1935

Petitioner's Exhibit H.

In the Circuit Court
For St. Mary's County
Jos. M. Mattingly Clerk.

No. 10 Docket Vol. Appx.
Terms September, 1933 Page 12

The First National Bank of St. Mary's, at Leonardtown, Md., a Corporation.
Plaintiff

Vs.

George C. Peverley and
Helen P. Peverley
Defendants

Plaintiff's Costs $8.05
" " Atty. Com. 408.57

Defendants Costs

October 24, 1933, Judgment in favor of Plaintiff for $4,685.69 with interest from October 24, 1933 and costs; with rights of exemption waived.

Received payment of $3.05
Clerk's Costs 10-24-33
Wm. G. Fenwick, Deputy
Paid by B. H. Camblin, Atty.

True Copy Test:
(Court) Jos. M. Mattingly
(Seal) Clerk.

Filed May 17, 1935.

Petitioner's Exhibits I & J.

Maryland, SS:

The State of Maryland

To all Persons to whom these Presents shall come, Greetings:

Know Ye, That the last will and testament of George C. Peverly late of St. Mary's County, deceased, hath in due form of law been exhibited, proved and recorded, in the office of the Register of Wills for St. Mary's County, a copy of which is to these presents annexed;

and administration of all the goods, chattels and credits of the deceased is hereby granted and committed unto Helen P. Pearley and Sydney H. Pearley the Executors by the said will appointed.

Witness W. C. Mattingly Esquire, Chief Judge of the Orphans' Court of St. Mary's County, this 28th day of August in the year of our Lord nineteen hundred and thirty-five.

(Reg. of Wills) (Seal)

Anita C. N. Thrift
Register of Wills, St. Mary's County.

Last Will and Testament of George C. Pearley, Deceased.

I, George C. Pearley, of St. Mary's County, State of Maryland, do make, publish and declare this as and for my Last Will and Testament, hereby revoking all Wills heretofore made by me.

I give, devise and bequeath to my wife, Helen P. Pearley, all of my property, of every kind, real, personal and mixed, wheresoever the same may be situated.

I nominate and appoint my wife Helen P. Pearley and my brother Sydney H. Pearley Executors of this My Last Will and Testament, and request that they be excused from the necessity of giving Bond for the faithful discharge of their duties.

Witness my hand and seal this 4th day of August, in the year 1934.

George C. Pearley (Seal)

Signed, sealed, published and declared by the above named Testator as and for his Last Will and Testament, in our presence, who, at his request, in his presence, and in the presence of each other, hereunto subscribed our hands as witnesses.

Helen L. Combs,
Norma Wilkinson.

St. Mary's County, to-wit:

On the 28th day of August, 1934, there came Sydney H. Pearley and made oath in due form of law that he does not know of any Will or Codicil of George C. Pearley late of said county, deceased other than the aforegoing instrument of writing, and that he received the same from the Testator on or about the 6 day of August, 1934.

Sworn to before me.

Test:

Anita C. N. Thrift
Register of Wills for
St. Mary's County, Maryland.

St. Mary's County, ss:

On the 28th day of August, 1934, came Helen L Combs and Norma Wilkinson the two subscribing witnesses to the aforegoing last Will and Testament of Geo C Pearley late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will, that they heard him publish, pronounce and declare the same to be his last

Will and Testament, that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they together subscribed their names as witnesses to this Will in his presence at request of the Testator and in the presence of each other.

Certified by:

Anita C. N. Thrift
Register of Wills for
St. Mary's County, Maryland.

In the Orphans' Court of St. Mary's County.

The Court, after having examined above last Will and Testament of George C. Pearley late of St. Mary's County, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 28th day of August, 1934, that the same be admitted in this Court as the true and genuine last Will and Testament of the said George C. Pearley deceased.

Test:
Anita C. N. Thrift
Register of Wills.

N. C. Mattingly } Judges
Alexander Webb }

State of Maryland, St. Mary's County, S. S.

I, Addie C. Maddox, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County do hereby certify that the aforegoing is a true and full copy of the Letters Testamentary: Last Will and Testament of George C. Pearley late of said County, deceased, together with the Proof and probate thereof - taken from the originals now kept kept in the office of Register of Wills for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 29th day of November in the year of our Lord nineteen hundred and thirty-four.

Addie C. Maddox
Register of Wills for
St. Mary's County,
Maryland.

(Reg. of)
(Wills)
(Seal)

Filed May 17, 1935.

Petitioner's Exhibit K.

This Deed, Made this fourth day of October, in the year nineteen hundred and ten, by me, E. Wallace Parsons, of Saint Mary's County, State of Maryland. Witnesseth--

That in consideration of one thousand dollars, the receipt of which is hereby acknowledged, the said E. Wallace Parsons does hereby grant and convey unto George C. Pearley and Sidney D. Pearley both of Saint Mary's County State of Maryland, their heirs and assigns in fee simple, all his one-eighth interest in and to all those tracts or parcels of land of which John H. Parsons died seized and possessed, situate, lying and being in the Fourth Election District of Saint Mary's County, State of Maryland one of which tracts or parcels of land is called and known as "St. Johns and Little St. Thomas," being the home farm of the late John H. Parsons, containing Four hundred and

thirty-eight acres, more or less, and the other tract or parcel of land being wood land detached from the first above mentioned land and is called and known as "Land from M. E. and P. B. Smith," containing by estimation one hundred acres. The interest hereby conveyed is the one-eighth interest of the said E. Wallace Parsons in all the real estate of which his father, the late John H. Parsons died seized and possessed and is the interest of the said E. Wallace Parsons in the real estate conveyed to the said John H. Parsons by John Parsons by deed dated February 17th 1886 and recorded in Liber J. F. F. No. 8 - folio 503, one of the Land Records of Saint Mary's County.

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

And the said E. Wallace Parsons does hereby covenant that he will warrant specially the property hereby conveyed and that he will execute such further assurances of said land as may be requisite.

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

Test: P. F. Herbert. E. Wallace Parsons, (Seal)

State of Maryland, Saint Mary's County, to wit:

I hereby certify that on this fourth day of October, in the year nineteen hundred and ten, before me the Subscriber, a Justice of the Peace of the State of Maryland, in and for Saint Mary's County, personally appeared E. Wallace Parsons and acknowledged the aforegoing deed to be his act and deed.

P. Fenwick Herbert,
J. P.

State of Maryland Saint Mary's County, to wit:

I Hereby Certify that the above and aforegoing is a true and correct copy of the deed from E. Wallace Parsons to George C. Beverley et al. dated October 4, 1910, and recorded in Deed Liber E. B. 9, No. 9, Folio 57, one of the Land Records of Saint Mary's County, State of Maryland, on the 4th day of October, 1910, at 2:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 24th. day of December, in the year one thousand nine hundred and thirty-four.

Jos. M. Mattingly,
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County, Maryland.

Filed May 17, 1935.

Petitioner's Exhibit L.

This Deed, Made this first day of November, in the year nineteen hundred and ten, by and between J. Hillery Parsons, Jr. and Elizabeth V. Parsons, his wife, of Pittsburg, State of Pennsylvania, Witnesseth -

That in consideration of the sum of one thousand dollars,

the receipt of which is hereby acknowledged, the said J. Killery Parsons, Jr. and Elizabeth V. Parsons, his wife, do hereby grant and convey unto George C. Peverley and Sydney Peverley, both of Saint Mary's County, State of Maryland, their heirs and assigns, in fee simple, all their one-eighth interest in and to all those tracts or parcels of land of which John N. Parsons died seized and possessed, situated, lying and being in the Fourth Election District of Saint Mary's County, State of Maryland, one of which tracts or parcels of land is called and known as "St. Johns and Little St. Thomas," being the home farm of the late John N. Parsons, containing Four hundred and thirty-eight acres, more or less, and the other tract or parcel of land being woodland detached from the above mentioned land and called and known as "Land from M. E. and P. B. Quick," containing by estimation one hundred acres. The interest hereby conveyed is the one-eighth interest of the said J. Killery Parsons, Jr. in all the real estate of which his father, the late John N. Parsons died seized and possessed and is the interest of the said J. Killery Parsons, Jr. and Elizabeth V. Parsons, his wife, in the real estate conveyed to the said John N. Parsons by John Parsons by deed dated February 17" 1886 and recorded in Liber J. F. F. No. 8, - folio 502, one of the Land Records of Saint Mary's County.

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

And the said J. Killery Parsons, Jr. and Elizabeth V. Parsons, his wife, do hereby Covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

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

Test: T. F. Herbert.

J. Killery Parsons, Jr. (Seal)
Elizabeth V. Parsons (Seal)

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, that the above and aforegoing is a true and correct copy of the deed from J. Killery Parsons, Jr. et ux to George C. Peverley and Sydney D. Peverley, dated November 1, 1910, as recorded in Deed Liber E. B. G. No. 9, Folio 91, et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 3rd Day of November, 1910, at 10:45 o'clock, A. M.

State of Maryland Saint Mary's County, to-wit:

I hereby certify that on this first day of November, in the year 1910, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Saint Mary's County, personally appeared J. Killery Parsons, Jr. and Elizabeth V. Parsons, his wife, and did each acknowledge the aforegoing deed to be their respective act.

T. Fenwick Herbert
J. P.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

(Court) (Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

Filed May 17, 1935

Petitioner's Exhibit M.

This Deed, Made this Eighth day of December, in the year nineteen hundred and ten, by me, Martha Lee Westcott and John G. Westcott, her husband, of Kent County, State of Maryland. Witnesseth-

That in consideration of the sum of One thousand dollars, the said Martha Lee Westcott and John G. Westcott, her husband do hereby grant and convey unto George C. Pearley and Sydney R. Pearley, both of Saint Mary's County, State of Maryland, their heirs and assigns, in fee simple, all their one-eighth interest in and to all those tracts or parcels of land of which John N. Parsons died seized and possessed, situated, lying and being in the Fourth Election District of Saint Mary's County, State of Maryland, one of which tracts or parcels of land is called and known as "St. Johns and Little St. Thomas," being the home farm of the late John N. Parsons, containing Four Hundred and thirty-eight acres, more or less, and the other tract or parcel of land being woodland detached from the above mentioned landand is called and known as "Land from M. E. and P. B. Smith," containing by estimation one hundred acres.

The interest hereby conveyed is the one-eighth interest of the said Martha Lee Westcott in all the real estate of which her father, the late John N. Parsons died seized and possessed and is the interest of the said Martha Lee Westcott and John G. Westcott her husband, in the real estate conveyed to the said John N. Parsons by John Parsons by deed dated February 17th, 1886, and recorded J. F. C. No. 8 folio 503, one of the Land Records of Saint Mary's County.

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

And the said Martha Lee Westcott and John G. Westcott, her husband, do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

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

Test as to Martha Lee Westcott
Charles Estes
Test as to John G. Westcott
Charles Estes

Martha Lee Westcott (Seal)
John G. Westcott (Seal)

State of Maryland, Kent County, to wit:

I hereby certify that on this Eighth day of December, in the year nineteen hundred and ten, before me the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared John G. Nesbett and Martha Lee Nesbett, his wife, and acknowledged the aforegoing deed to be their act and deed.

As Witness my hand and Notarial Seal.

(N. P.)
(Seal)

Charles Ester,
Notary Public

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Martha Lee Nesbett et vir to George C. Pembley and Sidney D. Pembley, dated December 8, 1910, as recorded in Deed Liber E.B.G. No. 7 Folio 136 et seq. one of the Land Records of Saint Mary's County, State of Maryland, on the 15th day of December, 1910, at 10:9 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

(Court)
(Seal)

Jos. M. Mattingly
Clerk of the Circuit Court for
Saint Mary's County,
Maryland

Filed May 17, 1935.

Petitioner's Exhibit N.

This Deed, Made this 14th day of December, in the year nineteen and ten, by me, J. Thomas Parsons, unmarried, of the City of Chicago, in the State of Illinois, Witnesseth; —

That in consideration of the sum of One thousand dollars, the receipt of which is hereby acknowledged, the said J. Parran Parsons does hereby grant and convey unto George C. Pembley and Sydney D. Pembley, both of Saint Mary's County, State of Maryland, their heirs and assigns, in fee simple, all his one-eighth interest in and to all those tracts or parcels of land of which John H. Parsons died seized and possessed, situated, lying and being in the Fourth Election District of St Mary's County, ~~State~~ of Maryland, ~~called and known~~ of which tracts or parcels of land is called and known as "St. Johns and Little St. Thomas" being the home farm of the late John H. Parsons, containing Four Hundred and thirty-eight acres, more or less, and the other tract or parcel of land being woodland detached from the above mentioned land. And is called and known as "Land from M. E. and P. B. Smith, containing by estimation one hundred acres. The interest hereby conveyed is the one-eighth undivided interest of the said J. Thomas Parsons in all the real estate of which his father, the late John H. Parsons died seized and possessed and is the interest of the said J. Thomas Parsons in the real estate

conveyed to the said John H. Parsons by John Parsons by deed dated February 17th 1886, and recorded in Liber J. F. F. No. 8, folio 503, &c. of the Land Records of Saint Marys County.

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

And the said J. Thomas Parsons does hereby covenant that he will warrant specially the property hereby conveyed and that he will execute such further assurances of said land as may be requisite.

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

Test. Eugene A. Jenkins — J. Thomas Parsons (Seal)

State of Illinois, City of Chicago, to-wit:

I hereby certify that on this 14 day of December, in the year 1910, before me, the subscriber, a Notary Public of the State of Illinois, in and for Cook County and City of Chicago, personally appeared J. Thomas Parsons and acknowledged the aforegoing deed to be his act and deed.

Witness my hand and Notarial Seal.

(N. P.)
(Seal)

J. Ira Collins
Notary Public

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from J. Thomas Parsons to George C. Priorly and Sydney D. Priorly, dated December 14, 1910 as recorded in Deed Liber E. B. H. No. 9, Folio 146 et seq., one of the Land Records of the County and State aforesaid, on the 17th day of December, 1910, at 2:50 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court for
Saint Marys County,
Maryland.

Filed May 17, 1935

Petitioner's Exhibit O.

This Deed, Made this 25th day of November, in the year One thousand nine hundred and thirteen, by Julian W. Parsons and D. Belle Parsons, his wife, of the City of Baltimore, State of Maryland,

Witnesseth, that in consideration of the sum of Ten Dollars, and other good and valuable considerations, We, the said Julian W. Parsons and D. Belle Parsons, his wife, of the City and State aforesaid, do grant and convey unto George C. Priorly, of St. Marys County, Maryland, his heirs and assigns in fee simple, all of our one eighth interest in and to all those tracts or parcels of land called and known as "St. Johns"

and Little St. Thomas," being the home farm of the late John N. Parsons containing Four hundred and thirty Acres more or less; and the other tract or parcel of land being Woodland detached from the first above mentioned tract and is called and known as the land from M. E. and P. B. Smith, containing by estimate One hundred Acres. The interest hereby conveyed is the one eighth of the said Julian N. Parsons, in all the real estate of the late John N. Parsons, and is the interest in the real estate conveyed to the said John N. Parsons, by John Parsons, by deed dated February 17th, 1886, and duly recorded in Liber J. F. T. No. 8, folio 503, one of the Land records of St. Mary's County Maryland.

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

And the said Julian N. Parsons and P. Belle Parsons, 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 land as may be requisite.

Witness the hands and seals of said Grantors.

Test:
Florence M. Richter

Julian N. Parsons (Seal)
P. Belle Parsons (Seal)

State of Maryland, Baltimore City, to wit:

I hereby Certify, that on this 25th. day of November, in the year, one thousand nine hundred and thirteen, before me the subscriber a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared Julian N Parsons and P. Belle Parsons, his wife, and each acknowledged the foregoing deed to be their act.

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

(N. P.)
(Seal)

Florence M. Richter
Notary Public.

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Julian N. Parsons et ux to George C. Bradley, dated November 25, 1913, as recorded in Deed Liber E. B. H. No 12, Folio 393 et seq., one of the Land Records of the County and State aforesaid, on the 3rd. day of June, 1914, at 9:00 o'clock, A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th day of December, in the year one thousand, nine hundred and

thirty-four.

(Court)
(Deed)

Jas. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

Filed May 17, 1935.

Petitioner's Exhibit P.

This Deed, Made this day of November, in the year nineteen hundred and fourteen, by and between John N. Parsons and Elizabeth V. Parsons, his wife, of the City of Pittsburgh, State of Pennsylvania, Julian N. Parsons and R. Belle Parsons, his wife, of Baltimore City, State of Maryland, Martha Lee Westcott and John G. Westcott, her husband, of Kent County, State of Maryland, E. Hallam Parsons, single, of the City of Chicago, State of Illinois, and J. Thomas Parsons and Elizabeth A. Parsons, his wife, of the City of Chicago, State of Illinois, Witnesseth:

That in consideration of the sum of Ten Dollars and other good and valuable considerations, the said John N. Parsons and Elizabeth V. Parsons, his wife, Julian N. Parsons and R. Belle Parsons, his wife, Martha Lee Westcott and John G. Westcott, her husband, E. Hallam Parsons and J. Thomas Parsons and Elizabeth A. Parsons, his wife, do grant and convey unto George C. Bederby of Saint Mary's County, State of Maryland, his heirs and assigns in fee simple, all their right, title and interest in and to all those tracts or parcels of land, of which John N. Parsons died seized and possessed, situated, lying and being in the Fourth Election District of Saint Mary's County, State of Maryland, one of which tracts or parcels of land is called and known as "St Johns" and "Little" St. Thomas, being the home farm of the late John N. Parsons, containing four hundred and thirty-eight acres, more or less, and the other tract or parcel of land being woodland detached from the first above mentioned land and is called and known as "Land from M. E and P. B. Smith, containing by estimation one hundred acres. The interest hereby conveyed is all the interest and estate of the said grantors herein in the above described land and especially and particularly including the interest and estate which the said grantors obtained in said land as heirs at law of their brother R. Gardiner Parsons, deceased, who was one of the eight surviving children and heirs at law of the said John N. Parsons, deceased, reference being made to deed from John Parsons to John N. Parsons, dated February 17th 1886 and recorded in Liber J. F. C. No. 5, Folio 503, one of the Land Records of said Saint Mary's County.

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

And the said John N. Parsons and Elizabeth V. Parsons, his wife, Julian N. Parsons and R. Belle Parsons, his wife, Martha Lee Westcott and John G. Westcott, her husband, E. Hallam Parsons and J. Thomas Parsons and Elizabeth A. Parsons, his wife, do hereby covenant that they will warrant specially the property hereby conveyed and that they

will warrant specially the property hereby conveyed and that they will execute such further assurance of said land as may be requisite.

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

Test as to John W. Parsons and Elizabeth V. Parsons, James N. Hall — John W. Parsons (Seal) Elizabeth V. Parsons (Seal)

Test as to Julian W. Parsons and L. Belle Parsons, Geo. L. Mattingly — Julian W. Parsons (Seal) L. Belle Parsons (Seal)

Test as to Martha Lee Westcott and John G. Westcott ——— — Martha Lee Westcott (Seal) John G. Westcott (Seal)

Test as to E. Hallam Parsons J. Thomas Parsons and Elizabeth A. Parsons, Joseph J. Killackey — E. Hallam Parsons (Seal) J. Thomas Parsons (Seal) Elizabeth A. Parsons (Seal)

State of Pennsylvania, City of Pittsburgh, to wit:

I hereby certify that on this 5th day of October in the year nineteen hundred and fifteen, before me the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Pittsburgh, personally appeared John W. Parsons and Elizabeth V. Parsons his wife, and did each acknowledge the foregoing deed to be his respective act.

As witness my hand and Notarial seal.

My Commission expires February 15th, 1919 — (N. P.) (Seal) — James N. Hall. Notary Public.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 25th 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 Baltimore City aforesaid personally appeared Julian W. Parsons and L. Belle Parsons, his wife, and did each acknowledge the aforegoing deed to be their respective act.

As Witness my hand and Notarial seal.

(N. P.) (Seal) — Geo. L. Mattingly Notary Public.

State of Maryland, Kent County, to wit:

I hereby certify that on this 5th day of February, in the year nineteen and seventeen, before me the subscriber, a Notary Public, of the State of Maryland, in and for Kent County, personally appeared Martha Lee Westcott and John G. Westcott, her husband, and did each acknowledge the aforegoing deed to be their respective act.

As Witness my hand and Notarial seal.

My commission expires May 1st, 1918. — (N. P.) (Seal) — J. Raymond Simpers Notary Public.

State of Illinois, City of Chicago, to wit:

I hereby certify that on this seventeenth day of February, in the year nineteen hundred and fourteen, before me, the subscriber, a Notary Public of the State of Illinois, in and for the City of Chicago, personally appeared E. Hallam Parsons and Elizabeth A. Parsons, his wife, and did each acknowledge the aforegoing deed to be their respective act.

As Witness my hand and Notarial seal.

(N. P.) Joseph J. Killarney
(Seal) Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, that the aforesaid and aforegoing is a true and correct copy of the Deed from John H. Parsons et al to George C. Beasley dated November , 1914 as recorded in Deed Liber E. B. H. No. 16, Folio 110 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 22nd. day of March, 1917, at 12:00 o'clock M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th day of December, in the year One thousand nine hundred and thirty-four.

Jas. M. Mattingly
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County, Maryland.

Filed May 17, 1935-

Petitioner's Exhibit Q.

This Deed, Made this Fifth, day of January, in the year Nineteen hundred and seventeen, by and Edmund J. Parsons of Saint Mary's County in the State of Maryland,

Witnesseth: That in Consideration of the sum of Ten Dollars and other good and valuable considerations, I, the said Edmund J. Parsons, unmarried, doth grant and convey unto George C. Beasley of said County and State, his heirs and assigns in fee simple, all the right, interest and estate in and to all those tracts or parcels of land of which John H. Parsons died seized and possessed situated, lying and being in the Fourth Election District of Saint Mary's County State of Maryland, one of which tracts or parcels of land is called and known as "St. John's and Little St. Thomas" being the home farm of the late John H. Parsons, containing four hundred and thirty-eight acres, more or less; and the other tract or parcel of land being woodland detached from the first above mentioned land and is called and known as Land from M. and P. B. Smith, containing by estimation one hundred acres. The interest hereby conveyed being the one seventh undivided portion of the said Edmund J. Parsons in all the real estate of which his father, the said John H. Parsons, died seized and possessed, and is all the interest and estate of the said Edmund J. Parsons in the real estate conveyed to John H. Parsons by John Parsons by deed dated February 17th 1886 and recorded among the Land Records of said Saint Mary's County in Liber J. F. T. No. 8, Folio 503. The grantee herein having acquired a one-eighth interest from his father and an additional interest of one-seventh one one-eighth from his deceased brother, P. Gardener Parsons, who died intestate, unmarried and without children.

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

And the said Edmund J. Parsons does hereby covenant that he will

warrant specially the property hereby conveyed and that he will execute such further assurance of said land as may be requisite.

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

Test: Harry E. Graves. Edmund J. Parsons (Seal)

State of Maryland, Saint Mary's County, to wit:

I hereby certify that on this 5th day of January, in the year nineteen hundred and seventeen, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Saint Mary's County, personally appeared Edmund J Parsons and acknowledged the foregoing deed to be his act.

Harry E. Graves,
J.P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from Edmund J. Parsons to George C. Beverley dated January 5, 1917, as recorded in Deed Liber E.B.G. No. 16, Folio 27 &c., one of the Land Records of Saint Mary's County, State of Maryland, the 5th day of January, 1917, at 2:00 o'clock P. M.

Jas. M. Mattingly,
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County,
Maryland.

Filed May 17, 1932.

Petitioner's Exhibit P.

This Deed, Made this Eighth (8th) day of July in the year one thousand nine hundred and ten (1910) by Charles J. Wood and Mary E. Wood, his wife, of St. Mary's County.

Witnesseth, that in consideration of Three Hundred ($300.00) Dollars, receipt of which is hereby acknowledged the said Charles J. Wood and Mary E. Wood, his wife do grant and convey unto George C. Beverley of St. Mary's County, his heirs and assigns, in fee simple, all their right and title to a parcel of tract of land situate, lying and being in 5th Election District of said County and described as follows, that is to say:

Beginning for the first part at a poplar tree at South west corner of the land conveyed by the said Charles J. Wood and wife to Wilhelm Schumacher, by deed dated June 9th, 1910 near the State Bridge, running thence North easterly with division line of land above mentioned and the land of the late Henry C. Adams to an ash tree marked by three notches, thence leaving said line and running through the field in a Southeasterly direction a distance of about one hundred and twenty five (125) yards to a post, thence in a Southerly direction to the public road at the end of a new wire fence, thence along said Road to the place of beginning, containing four (4) acres, more or less. The land above named is a part of the land conveyed by deed to the said Charles J. Wood and Mary E. Wood, his wife, from Martha E. Combs

and husband on April 17th 1906 recorded in Liber E. B. A. No. 5, folio 461 &c., one of the land records of Saint Mary's County.

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 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 George C. Pomeroy his heirs and assigns in fee-simple.

And the said Charles J. Wood and Mary E. Wood, 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 title as may be requisite.

Witness the hands and seals of said grantors.

Test:
Charles Adams,
as to both signatures.

Charles J. Wood (Seal)
Mary E. Wood (Seal)

State of Maryland, St. Mary's County, to-wit:

I hereby certify, that on this Eighth (8th) day of July in the year one thousand nine hundred and ten (1910) before me, the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared Charles J. Wood and Mary E. Wood his wife and each acknowledged the the foregoing deed to be their act.

Charles Adams,
J. P.

State of Maryland Saint Mary's County, to-wit:

I Hereby Certify That above and aforegoing is a true and correct copy of the Deed from Charles J. Wood et ux, to George C. Pomeroy, dated July 8, 1910, as recorded in Deed Liber E. B. A. No. 8, Folio 472 et seq. one of the Land Records of Saint Mary's County, State of Maryland, on the 15th day of July, 1910, at 12:00 o'clock M.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Saint Mary's County, State of Maryland, the 29th day of December, in the year one thousand nine hundred and thirty-four

(Court)
(Seal)

Jos. N. Mattingly
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

Filed May 17, 1935

Petitioner's Exhibit A.

This Deed Made this Twenty second (22nd) day of February in the year nineteen hundred and eleven (1911) by William Schumacher and Elizabeth Schumacher his wife of St. Mary's County, Maryland.

Witnesseth, that in consideration of Two Hundred and Eight

($205.00) Dollars, receipt of which is hereby acknowledged, the said William Rehnmacher and Elizabeth Rehnmacher his wife, do grant and convey unto George C. Peverley of said County his heirs and assigns in fee simple, all their right and title to a parcel of land situate, lying and being in the 5th Election District of said County and described as follows, that is to say:

Beginning for the first part at a post on the Three Notched Road at the intersection of the property hereby conveyed and the property of said George C. Peverley, running Westerly with said road a distance of Thirty-nine and one half yards to a post, thence Northerly a distance of Two hundred and eighty yards to a point, thence Easterly to the property of said Peverley, thence South westerly with said to a point, thence, Southerly with said property to the place of beginning, containing Two and one third acres more or less.

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

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

And the said William Rehnmacher and Elizabeth Rehnmacher 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 title as may be requisite.

Witness the hands and seals of said grantors.

Test.
Charles Adams as to both signatures.

William Rehnmacher (Seal)
Elizabeth Rehnmacher (Seal)

State of Maryland, to wit:

I hereby certify that on this twenty second (22nd) day of February in the year one thousand nine hundred and eleven (1911) before me, the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared William Rehnmacher and Elizabeth Rehnmacher his wife and each acknowledged the foregoing deed to be their act.

Charles Adams,
J. P.

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from William Rehnmacher and wife to George C. Peverley dated February 22, 1911, as recorded in deed Liber E. B. A. No. 6, Folio 26 et seq. one of the Land Records of Saint Mary's County, State of Maryland, on the 9th day of December, 1911, at 4:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand, and hereto affix the Seal of the Circuit Court for Saint Mary's County, State

of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

Jos. M. Mattingly,
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County,
Maryland.

Filed May 17, 1935.

Petitioners Exhibit 7.

This Deed, Made this 13th day of December, in the year Nineteen Hundred and twelve, by and between Wilhelm Schumacher and Elizabeth Schumacher, his wife, of Saint Mary's County, State of Maryland, Witnesseth —

That in consideration of the sum of Six hundred Dollars, the receipt of which is hereby acknowledged, the said Wilhelm Schumacher, and Elizabeth Schumacher, his wife, do grant and convey unto George C. Pearsley, of said County and State, his heirs and assigns in fee simple, all that portion of the large tract of land lying and being in the Fifth Election District of said Saint Mary's County about one half mile from Mechanicsville called and known as "Kelly's Luck and Fortune" which is particularly described as follows: Beginning at a point on the State Road leading from Mechanicsville to Leonardtown, at the land-East corner boundary of the lot now owned and occupied by the said George C. Pearsley, and thence running in a Southeasterly direction with said State Road, a distance of about one hundred and Ninety yards to a red cedar post now set, thence in a straight line from said red oak cedar post in a Northeasterly direction to another red cedar now set on the public road leading from Mechanicsville to Trent Hall Wharf, which last mentioned cedar post is about one hundred and thirty yards from the point of land of the N.C. Adams heirs which lies immediately West of said Mechanicsville-Trent Hall public road, thence with said Mechanicsville-Trent Hall public road the aforesaid distance of One hundred and thirty yards and continuing along the boundary line fence between the land herein conveyed and the land of the said N.C. Adams heirs and continuing further along the Southern line of the land now owned and occupied by the said George C. Pearsley to the place of beginning, containing by estimation Eleven Acres, and being a portion of the land which was conveyed to the said Wilhelm Schumacher by deed dated June 9th 1910 from Charles J. Wood and Mary E. Wood, his wife, recorded in Liber E. B. A. No. 8, folio 442 et. seq. one of the Land Records of St. Mary's County, and the said Wilhelm Schumacher and Elizabeth Schumacher, his wife, do hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

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

Test:
Elmer R. Jarboe.

Wilhelm Schumacher (Seal)
Elizabeth Schumacher (Seal)

State of Maryland, St. Marys County, to wit:

I hereby certify that on this 13 th. day of December in the year, Nineteen Hundred and twelve before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Saint Marys County, personally appeared Wilhelm Schumacher and Elizabeth Schumacher, his wife and did each acknowledge the aforegoing deed to be their respective act.

As witness my hand and seal.

Elmer R. Jarboe,
J. P.

State of Maryland, St. Marys County, to wit:

I Hereby Certify, That the above and aforegoing is a true and correct Copy of the Deed from Wilhelm Schumacher et ux, dated December 13, 1912, to George C. Beverley, as recorded in Deed Liber E. B. A., No. 40, Folio 430 &c. reg., one of the Land Records of Saint Marys County, State of Maryland, on the 17th day of December, 1912, at 9.00 o'clock A. M.

In Testimony Whereof, I hereto set my hand, and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

(Court Seal)

Jos. M. Mattingly
Clerk of the Circuit Court for
Saint Marys County, Maryland.

Filed May 17, 1935.

Petitioner's Exhibit 4.

This Deed, Made this 15th day of March, in the year One thousand Nine hundred and thirteen, by Alice O. Adams, Widow, of Mechanicsville, St. Marys County, Maryland, to Geo. C. Beverley,

Witnesseth, that in consideration of the sum of Twenty Dollars ($20.00) the receipt of which is hereby acknowledged, and the agreement by the said Beverley to construct substantial wire fence between the properties of the said Alice O. Adams and the said Geo. C. Beverley within the next thirty (30) days the said Alice O. Adams, does grant unto the said Geo. C. Beverley, his heirs and assigns, in fee simple, all that lot or parcel of land, situate, lying and being in the 5th Election District of St. Marys County, Md. and described as follows, that is to say:

Beginning for the same at a stone on the South side of the road leading from Mechanicsville to Trent Hall, same being the bound stone between the land now owned by Alice O. Adams, and the land owned by George C. Beverley, running in a Westerly direction with said road 99 ft. to a stone, thence in a Southerly direction 318 ft. to the intersection of the dividing line between the said Beverley and the said Alice O. Adams, thence back with the said dividing line to the place of beginning, a distance of 236 feet. The said lot being triangular in shape, supposed to contain about one third of an Acre. The land hereby conveyed is

part of the Home Farm of the late Henry C. Adams.

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

To Have and to Hold said lot 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 Geo. C. Peverley, in fee-simple.

And the said Alice O. Adams hereby covenants that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of said Grantor.

Test: Elizabeth W. Weems. Alice O. Adams (Seal)

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Alice O. Adams to George C. Peverley, dated March 8th, 1913, as recorded in Deed Liber E. B. L. No. 11, Folio 146, et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 15th. day of May, 1923, at 4:00 o'clock, P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

(Court)
(Seal)

State of Maryland, City of Baltimore, to-wit:

I Hereby Certify, That on this Twentieth day of March, in the year One thousand Nine hundred and thirteen, Before me the Subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, Personally appeared Alice O. Adams and she acknowledged the foregoing Deed to be her act.

(N. P.)
(Seal)

Elizabeth W. Weems,
Notary Public

Filed May 17, 1923.

Petitioner's Exhibit V.

This Deed, made this 8th day of December, in the year one thousand nine hundred and thirteen, by Alice O. Adams, widow of the late Henry C. Adams to George C. Peverley, both of St. Mary's County, State of Maryland.

Witnesseth, that in consideration of One thousand seven hundred and fifty ($1750) dollars, the receipt of which is hereby acknowledged, the said Alice O. Adams does grant and convey unto the said George C. Peverley, his heirs and assigns, in fee

simple, all that tract or lot of land, situate, lying and being in St. Mary's County, State of Maryland, and described as follows, that is to say:

Beginning for the same at a point on the right hand side of the Public Road leading from Harrisburg to Trent Hall, in the division line between that property hereby conveyed and the old Harrisburg lot and with said Public Road to the land of George C. Beverly thence with the division line between the land hereby conveyed and G. C. Beverly, to the Three Noted Road thence with said Three Notched Road to the afore mentioned Harrisburg lot thence with the lines of the Harrisburg lot to the place of Beginning containing about thirty acres more or less. The same being all of the land contained in said Home Farm of the late Henry C. Adams, on the right hand side of Public Road leading from Harrisburg to Trent Hall. The said land is located in the fifth election district of said County and State, and was conveyed to Alice D. Adams by Will of the late Henry C. Adams as per records of the Orphans Court for St. Mary's County.

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 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 George C. Beverley in Fee simple.

And the said Alice D. Adams, hereby covenant that she will warrant specially the property hereby granted; and conveyed; and that she will execute such further assurances of said premises as may be requisite.

Witness the hand and seal of said grantor.

Test: E. M. Anderson. Alice D. Adams (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify, that on this 6th day of December, in the year one thousand nine hundred and thirteen before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Alice D. Adams the within grantor, and she acknowledged the foregoing deed to be her act.

(N. P.) E. M. Anderson,
(Seal) Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Alice D. Adams to George C. Beverley, dated December 8, 1913, as recorded in Deed Liber E. B. A. No. 12, Folio 185 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 19th day of December, 1913, at 4:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto

affix the seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

Jos. M. Mattingly,
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County, Maryland.

Filed May 17, 1935

Petitioner's Exhibit V.

This Deed, Made this 25th day of November, in the year One thousand Nine hundred and thirteen by P. Belle Parsons and Julian W. Parsons, her husband, of the City of Baltimore, State of Maryland.

Witnesseth, that in consideration of the sum of Ten Dollars and other good and valuable consideration, we, the said P. Belle Parsons and Julian W. Parsons, her husband, do grant and convey unto George C. Peverly, of St. Mary's County, Maryland, his heirs and assigns, in fee simple, all that tract or parcel of land called and known as part of St. John's or Little St. Thomas, situate, lying and being in the 4th Election District of St. Mary's County, Maryland, and described as follows, that is to say:

Beginning at the Public Road Gate leading to the late Residence of John W. Parsons, deceased, about 70 yards to a stone from said Gate; thence East 175 yards to a stone; thence North about 70 yards to the Public Road; thence with the Public Road in a Western direction 175 yards to the point of beginning, containing two and one half acres of land more or less. The said tract or parcel of land being the same that was conveyed by John W. Parsons, to P. Belle Parsons, by deed, dated the 10th day of October, 1908, and duly recorded in Liber E. B. G. #7, folio 306, one of the land records of St. Mary's County, Maryland.

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

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

And the said P. Belle Parsons and Julian W. Parsons, her husband, do hereby 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 said Grantors.

Test:
Florence M. Richter

P. Belle Parsons (Seal)
Julian W. Parsons (Seal)

1734 N. E.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 25th day of November in the year one thousand Nine Hundred and thirteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared P. Belle Parsons and Julian W. Parsons, her husband, and each acknowledged the aforegoing Deed to be their act.

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

(N. P.)
(Seal)

Florence M. Richter
Notary Public

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from P. Belle Parsons and Julian W. Parsons, her husband, ~~and each acknowledged the aforegoing Deed~~ dated November 25, 1913, as recorded in Deed Liber E. B. A. No. 13, Folio 394 et seq., one of the Land Records of Saint Marys County, State of Maryland, on the 3rd day of June, 1914, at 9:06 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

(Court)
(Seal)

Jos. M. Mattingly
Clerk of the Circuit Court for
Saint Marys County, Maryland.

Filed May 17, 1935-

Petitioner's Exhibit 16

This Deed, Made this 28th day of August, in the year nineteen hundred and seventeen, by Wilhelm Schumacher and Elizabeth Schumacher, his wife, of Melvin, Ford County, State of Illinois, Witnesseth, That in consideration of the sum of Forty-five Hundred dollars, the receipt of which is acknowledged, the said Wilhelm Schumacher and Elizabeth Schumacher, his wife, do hereby grant and convey unto George C. Sewell, of Saint Marys County, State of Maryland, his heirs and assigns in fee simple, all that tract or parcel of land called and known as "Kellys Luck" and "Fortune" situated, lying and being about one-half mile from Mechanicsville on the State Road leading from Mechanicsville to Leonardtown, in the Fifth Election District of Saint Marys County, State of Maryland and being all the same land obtained by the said Wilhelm Schumacher under deed dated June 9th 1910 from Charles J. Wood and Mary E. Wood, his wife and recorded among the Land Records of said Saint Marys County in Liber E. B. A. #5, folio 443 et seq. Except about thirteen and one third acres heretofore conveyed by the aforesaid grantors herein to the said George C. Sewell by two deeds dated respectively February 22nd 1911 and December 23rd 1912, and recorded among the Land Records aforesaid, the first in Liber E. B. A. No. 10 folio 28 and the second in Liber E. B. A. No. 10, folio 430, leaving said farm to

contain now one hundred and fifty seven and two thirds acres, more or less.

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

And the said Wilhelm Rehnmacher and Elizabeth Rehnmacher, his wife, do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

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

Test:
Andrew Arenda

Wilhelm Rehnmacher (Seal)
Elizabeth Rehnmacher (Seal)

State of Illinois, Ford County to wit:

I hereby certify that on this 28th day of August in the year nineteen hundred and seventeen, before me, the subscriber, a Notary Public of the State of Illinois, in and for Ford County aforesaid personally appeared Wilhelm Rehnmacher and Elizabeth Rehnmacher, his wife, and did each acknowledge the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

My commission expires
Feb. 28, 1920.

J. A. Schafer
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from Wilhelm Rehnmacher et ux, dated August 28, 1917, as recorded in Deed Liber E. B. H. No. 16, Folio 398 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 22nd day of September, 1917, at 4:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the seal of the Circuit Court for Saint Mary's County, State of Maryland, this 29th day of December, in the year one thousand nine hundred and thirty-four.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland

Filed May 17, 1935.

Petitioner's Exhibit Y.

U. S. I. R. Stamp
$4.00
Cancelled

This Deed, Made this 20th day of December, in the year nineteen hundred and twenty-two, by and between Joseph N. Ching, Trustee, as hereinafter mentioned, party of the first part, Grantor, and George C. Beverley, of St. Mary's County and State of Maryland, party of the second part, Grantee.

Witnesseth, Whereas by a decree of the Circuit Court for St. Mary's County, sitting in Equity, dated on the first day of May, in the year nineteen hundred and twenty-two, and passed in a cause in said Court wherein Charlotte G. Fowler, and John A. Fowler, Complainants,

are Plaintiffs and Charlotte A. Fowler, widow, John U. Fowler and Josphine P. Fowler, his wife, and others, are defendants, the above named Joseph N. Ching 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, including the giving of a bond in the penalty prescribed in said decree, did on the thirtieth day of May, in the year nineteen hundred and twenty-two, sell unto the said George C. Peverly, at and for the sum of four thousand dollars, current money, so much of the aforesaid property as is situated in the Fourth Election District of St. Mary's County and State of Maryland and described as follows, that is to say: All those tracts or parcels of land, situated as aforesaid commonly called and known as "Cooper's Addition, containing ninety-four acres more or less "Clarkin" containing one hundred acres, more or less, "Cooper's Purchase" containing seventeen and one-half acres, more or less, "Hazard" containing thirty-three acres, more or less, "Clarkin" and "Part of Hazard", "Graves Range" and Hope with Addition" containing two hundred and thirty-two acres, more or less, and "Hazard bought of James Thomas" containing three and one-quarter acres, more or less, the whole together containing four hundred and seventy-nine and three-quarters acres, more or less, as the same is described in a deed from Aquilla Burroughs, Trustee, to Thomas N. Fowler, dated September 7, 1882, recorded among the Land Records of said St. Mary's County in Liber J. F. F. No. 6, Folio 496, excepting nevertheless, from the tract as above described one hundred and fifty acres, more or less, conveyed to Catharine Burroughs by deed of said Thomas N. Fowler and wife dated November 20, 1888, recorded among said Land Records in Liber J. F. F. No. 11, Folio 164 as this excepted tract is described in said last mentioned deed.

The land hereby conveyed, sold to the said George C. Peverly as aforesaid, is now commonly called and known as "The Aquilla Burroughs Farm" and is asserted as containing three hundred and seventeen and three-quarters acres of land, and it is all the land in the Fourth Election ~~District~~ of said St. Mary's County of which the said Thomas N. Fowler died intestate, seized and possessed.

And Whereas, the aforesaid sale has been duly reported to, and finally ratified and confirmed by the said Circuit Court, sitting 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 Joseph N. Ching, Trustee as aforesaid, for and in consideration of the premises and of the sum of four thousand dollars ($4000.00) to him in hand paid by the said George C. Peverly at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged does grant and convey unto the said George C. Peverly, his heirs and assigns, all the property hereinbefore described as having been sold to the said George C. Peverly, with its appurtenances, and all the right, title, interest and estate of the parties to the afore-

said deeds, both at law and in equity, in and to the same.

To Have and to Hold the aforesaid property as hereby conveyed, with its appurtenances, unto the said George C. Pewsey, his heirs and assigns forever.

Witness the hand and seal of the said Trustee, Grantor.

Test:
C. Henry Camalier.

Joseph K. Ching, (Seal)
Trustee.

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 20th day of December, in the year nineteen hundred and twenty-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Joseph K. Ching, the trustee and Grantor named in the aforegoing deed, and acknowledged the same to be his act.

C. Henry Camalier,
Justice of the Peace.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Joseph K. Ching, Grantor, to George C. Pewsey, dated December 20, 1922, as recorded in Deed Liber J. M. M. No. 1, Folio 310 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 29th day of December, 1922, at 11:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, ~~or~~ this 29th day of December, in the year one thousand nine hundred and thirty-four.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County
Maryland.

Filed May 17, 1935.

Petitioner's Exhibit 7.

This Deed, made this 3d. Day of September, in the year Nineteen Hundred and thirty by H. Edelen Gough, Late County Treasurer of St. Mary's County, and Virginia Tippett, unmarried.

Whereas, the said H. Edelen Gough was duly and legally elected County Treasurer for St. Mary's County, Maryland for the years 1922 and 1926, and qualified as such as required by law, thereby becoming Collector of all State and County Taxes levied by law for said years, with power and authority to collect said taxes for the years aforesaid, and to enforce the payment thereof and to convey title to any property sold by him for the payment of said taxes, and Whereas State and County Taxes were duly levied for the years 1922 and 1926 upon the real estate hereinafter described and assessed in the names of George Blake, Regin Jenifer and Mary Weems, and Whereas neither the said George Blake, Regin Jenifer or Mary Weems, nor any one in their behalf ever paid the taxes levied upon said real estate in their names assessed as aforesaid, and Whereas

to enforce the payment of said taxes, as well as taxes due by other delinquents for said years, 1925 and 1926, the said W. Edelen Gough, gave notice to delinquent taxpayers in the form and manner prescribed by law, and also gave notice thereafter in the form and manner prescribed by law, of the time, terms, and place of sale, and after complying with all prerequisites as required by law, he did on the 21st. day of August, in the year Nineteen hundred and twenty-eight, at the Courthouse door in Leonardtown, St. Mary's County, Maryland, sell at public auction, said real estate hereinafter described and hereby conveyed, to Virginia Tippett, at and for the sum of Fifteen Dollars, Twenty-seven Dollars and Ten Dollars, respectively, she being then and there the highest bidder therefor, which said sums have been paid in full.

And Whereas said sales have been duly reported to the Circuit Court for Saint Mary's County, Maryland, together with other sales made at the same time and all other requirements of law having been complied with by said Late County Treasurer, no exceptions having been filed to said sale, and the land so sold as aforesaid not having been redeemed, and said sales having been finally ratified and confirmed by an order of the Circuit Court for St. Mary's County aforesaid, signed and filed on June 6th. 1930, all of which will appear from the proceedings in No. 486 Petitions in the Circuit Court for St. Mary's County, aforesaid.

And Whereas the said Virginia Tippett has sold said parcels of real estate to George C. Beverley, and has requested the said W. Edelen Gough, Late County Treasurer, to convey same to the said George C. Beverley.

Now, therefore this deed witnesseth that in consideration of the premises and of the sum of One Dollars, the said W. Edelen Gough, Late County Treasurer for St Mary's County Maryland, and the said Virginia Tippett do grant and convey unto the aforesaid George C. Beverley, his heirs and assigns, in fee simple, the following tracts, pieces or parcels of real estate, situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, and being more particularly described as follows, that is to say:

First; — All that farm situate as aforesaid, assessed in the name of George Blake, beginning for the same at a post by the east side of the Public Road, leading from Mechanicsville to Trent Hall, near the head of a small stream and running thence with said stream the following nine courses: South 74 degrees, East 5 chains and 8 links, South, 82 degrees East 9 chains, 23 links, South 56 degrees East 1 chain. 41 links; South, 81 degrees East 86 links, North 81½ degrees East 1 chain, 72 links; North 82 degrees, East 4 chains, 2 links, North 79½ degrees, East 1 chain, 82 links, North 72 degrees, East 1 chain, 86 links, North 70½ degrees East 1 chain, 86 links, thence South 24½ degrees, West 15 chains, 88 links to a post as shown at 10 on the plat, thence North 68½ degrees West 29 chains, 40 links to a post by the east side of the public road leading from Mechanicsville to Trent Hall as shown on the plat at 11, thence with said public road North

S-2 degrees East 7 chains, 29 links to the beginning, containing 2 S-7/8 acres of land, surveyed October 24th., 1896, by John H. Chunn. This lot is known as "Part of Padgett's Farm," being the same land conveyed by deed from Henry C. Adams to E. Luther Burroughs, and Recorded in the Land Records of Liber E. B. A. No. 2 folio 274 &c., one of the Land Records of St. Mary's County Maryland, and being all and the same tract or parcel of land conveyed to George Blake by deed from E. Luther Burroughs and Alice Burroughs, his wife, dated November 6th, 1917, and recorded in Liber E. B. A. No. 17, folio 27, one of the Land Records of St. Mary's County, Maryland.

Second:- All that house and lot, situate as aforesaid, assessed in the name of Rosie Jenifer, beginning for the same at a point opposite the gate, the entrance to the farm formerly owned by Richard H. J. Magill, in the Fifth Election District of St. Mary's County and running in a North-westerly direction with the Public Road leading to Mechanicsville, and runs in a straight line across the Hill until it reaches a ravine, where there is a post, thence in a straight line to another ravine, thence in a curved line on the edge of a swamp, and thence in a northeasterly direction with the division line owned by the heirs of Alexander H. Parker, and with said division line around the hill to the place of beginning, containing about twelve acres, more or less. This piece of land embraces the two lots, one of which was deeded by Richard H. J. Magill and wife to J. O. Harper on the 26th day of September, 1892, and the other which was deded to the said John Harper on the 28th of October, 1892, and recorded in the Clerk's Office for St. Mary's County, as will more fully appear by reference thereto, by John Curtis, in fee simple, Being all and the same tract or parcel of land, conveyed to Rosie Jenifer by deed from John Harper and Maggie Harper, dated February 2nd. 1893, and recorded in Liber J. F. F. No. 13. folio 365, one of the Land Records of St. Mary's County, Maryland.

Third:- All that house and lot situated as aforesaid, assessed in the name of Mary Weems, being the following real estate situated in the Fifth Election District of St. Mary's County, Maryland, Beginning at a stake planted where the railroad touches the property of Ernest Henrici, running north with said railroad to the property of J. R. T. Reeves, thence south easterly with said Reeves property to a lately boundary post planted beside a stream of water, thence easterly to starting point containing two acres of land, more or less, being the same land formerly owned by the Late Harrison Posey, and being all and the same tract or parcel of land conveyed to Mary Weems by deed from Rosa E. Cheeley and John C. B. Cheeley, her husband, dated August 12 th, 1915, and recorded in Liber E. B. A. No. 15, Folio 222, one of the Land Records of St. Mary's County Maryland.

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

To Have and To Hold the 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 George A. Beverley, his heirs and assigns, in fee simple.

1734 N.E.

Witness the hands and seals of the aforesaid grantors:

J. M. Fowler
Test as to N. Edelen Gough, Late County Treasurer for St. Mary's County Maryland

N. Edelen Gough (Seal)
Late County Treasurer for St. Mary's County, Maryland

F. L. Obald.
Test as to Virginia Tippett

Virginia Tippett (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 15" day of Sept. in the year Nineteen Hundred and thirty, before me a subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County, personally appeared N. Edelen Gough, Late County Treasurer for St. Mary's County, Maryland, as aforesaid, and acknowledged the foregoing deed to be his act.

Witness my hand and notarial seal.

(N. P.)
(Seal)

J. M. Fowler
Notary Public.

Dist. of Columbia, to wit:

I hereby certify that on this 3rd day of September, in the year Nineteen Hundred and thirty, before me the subscriber, a Notary Public of the Dist. of Columbia, in and for Dist. of Columbia, personally appeared Virginia Tippett, as aforesaid, and acknowledged the aforegoing deed to be her act.

Witness my hand and notarial seal.

(N. P.)
(Seal)

Francis L. Obald
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from N. Edelen Gough, Late County Treasurer for St. Mary's County, Maryland, and Virginia Tippett to George C. Beverley, dated September 3, 1930, as recorded in said Liber J. M. M. No. 7, Folio 153 et seq. one of the Land Records of Saint Mary's County, State of Maryland, on the 14th day of November, 1930, at 9:45 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 9th day of December, in the year one thousand nine hundred and thirty-four.

(Court)
(Seal)

Jos. N. Mattingly,
Clerk of the Circuit Court for Saint Mary's County, Maryland.

Filed May 17, 1935.

Petitioner's Exhibit 7-1

This Deed made this 11th day of May, in the year, 1934, by Justine Beverley Woodall and James E. Woodall, her husband, of Kent County, State of Maryland, and Charlotte Beverley Hukill and Francis W. Hukill, her husband, of New Castle County, State of

Delaware, and Sydney D. Peverley and Carolyn Harrison Peverley, his wife, of Harford County, State of Maryland.

Whereas George V. Peverley, late of New Castle County, State of Delaware, died intestate on or about the 21st day of February, 1933, seized and possessed of valuable real and personal property, situate, lying and being in Cecil County, Caroline County, Kent County, St. Mary's County and Harford County, all in the State of Maryland, and in New Castle County, State of Delaware, and elsewhere, leaving as his only children and heirs at law the said Justine Peverley Woodall, Charlotte Peverley Hukill and Sidney D. Peverley, three of the foregoing grantors, and George Cuthbert Peverley, the grantee hereinafter named; and

Whereas under the terms of an Agreement, duly executed on the 23rd day of April, 1934 it was agreed, by and between the said Justine Peverley Woodall, Charlotte Peverley Hukill, George Cuthbert Peverley and Sidney D. Peverley, only children and heirs at law of the said George V. Peverley, that the lands and premises hereinafter described and intended to be conveyed, should by the grantors herein named be conveyed to the grantee herein named, in consideration of his executing to each of the other heirs at law of the said George V. Peverley, such deeds as may be necessary to convey to them certain tracts or parcels of land which may be allotted to them under the terms of said Agreement.

Now, Therefore, This Deed Witnesseth that for and in consideration of the premises and the further sum of One Dollar ($1.00) to them in hand paid, the said Justine Peverley Woodall and James E. Woodall, her husband, and Charlotte Peverley Hukill and Francis W. Hukill, her husband, and Sidney D. Peverley and Carolyn Harrison Peverley, his wife, do hereby grant, bargain and sell, and convey unto the said George Cuthbert Peverley, his heirs and assigns, in fee simple, all their right, title and interest in and to the following described real estate, being a part of the land and premises of which the said George V. Peverley, late of New Castle County, State of Delaware, died seized and possessed and more particularly described as follows:

1. All those tracts or parcels of land situate, lying and being near Harrisburg, in St. Mary's County, State of Maryland, being a part of a tract called "Park Stephens Land," or by whatsoever name or names the same may be known or called, containing four hundred and twenty-three (423) acres, more or less, being the same and the land conveyed by and described in a deed from Catharine Lenox and David K. Lenox, his husband, to the said George V. Peverley, dated the 27th day of July, 1905, and recorded among the Land Records of St. Mary's County in Liber E. B. H. No. 5, folio 147.

2. All those two tracts or parcels of land, situate and lying in the Fifth Election District of St. Mary's County, described as follows:

(a) All that tract or parcel of land, being part of a tract called "Long Looked For Come at Last," or by whatsoever name or names the same may be known or called, containing three

hundred and five (305) acres of land, more or less.

(b) All that tract or parcel of land adjacent to the above mentioned tract and containing ten (10) acres, more or less; being the same and all the land conveyed by and described in a deed from James Levi Copsey, et al, to the said George V. Beverly, dated the 23rd Day of April, 1912, and recorded among the Land Records aforesaid in Liber E. B. A. No. 10, folio 143.

2. All that tract or parcel of land, situate, lying and being, in the Fifth Electoral District of St. Marys County, being a part of a tract known as "Long Looked For and Come At Last", or by whatsoever name or names the same may be known or called containing ninety-five (95) acres of land, more or less, being the same and all the land conveyed by and described in a deed from Enoch B. Abell and Katie M. Abell, his wife, to the said George V. Beverly, dated the 3rd day of March, 1912, and recorded among the Land Records aforesaid in Liber E. B. A. No. 10, folio 123.

Together with the buildings and improvements thereon and all the rights, roads, waters, water courses, ways, privileges and appurtenances thereto belonging or in any manner appertaining.

To Have and to Hold the above described tracts or parcels of land unto the said George Cuthbert Beverly, his heirs and assigns, forever, in fee simple.

And the said Justine Beverly Woodall and James E. Woodall, her husband, and Charlotte Beverly Hubbell and Francis H. Hubbell, her husband, and Sidney D. Beverley and Carolyn Harrison Beverley, his wife, do hereby covenant to warrant specially the lands and premises hereinbefore described and hereby intended to be conveyed, and to execute such other and further assurances of the same as may be requisite or necessary.

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

Test
Charles H. Simmons
for all.

Justine Beverly Woodall (Seal)
James E. Woodall (Seal)
Charlotte Beverly Hubbell (Seal)
Francis H. Hubbell (Seal)
Sidney D. Beverley (Seal)
Carolyn Harrison Beverley (Seal)

State of Delaware, New Castle County, to wit:

I Hereby Certify that on this 11th day of May, 1934 before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, duly Commissioned and qualified, personally appeared Justine Beverly Woodall and James E. Woodall her husband, and each acknowledged the aforegoing Deed to be their act.

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

(N. P.)
(Seal)

Elizabeth M. Stevens
Notary Public.

State of Maryland, New Castle County, to wit:

I Hereby Certify that on this 11th day of May, 1934 before

me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, duly commissioned and qualified, personally appeared Charlotte Beverley Rukild and Francis H. Rukild, her husband, and each acknowledged the aforegoing deed to be their act.

As Witness my Hand and Notarial Seal the day and year first above written.

(N. P.)
(Seal)

Elizabeth M. Stevens
Notary Public.

State of Delaware, New Castle County, to wit:

I Hereby Certify that on this 11 day of May, 1934 before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, duly commissioned and qualified, personally appeared Sidney D. Beverley and Carolyn Harrison Beverley, his wife, and each acknowledged the aforegoing deed to be their act.

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

(N. P.)
(Seal)

Elizabeth M. Stevens
Notary Public

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify That the above and aforegoing is a true and correct copy of the deed from Sidney D. Beverley et al. to George C. Beverley, dated May 11, 1934 as recorded in Deed Liber J. M. W. No. 9, Folio 80, one of the Land Records of Saint Mary's County, State of Maryland, on the 3rd day of December, 1934 at 11:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 24th day of December, in the year one thousand nine hundred and thirty four.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

Filed May 17, 1935.

Answer of Defendants

The joint and several answer of Helen Parsons Beverley, individually, and Helen Parsons Beverley and Sidney D. Beverley, Executors of the last will and testament of George C. Beverley, late of St. Mary's County, Maryland respectfully states:

1. That they admit the allegations of each and every paragraph of the bill of Complaint against them exhibited and consent to the passage of the decree as prayed.

2. And further answering paragraph four of said bill of complaint these defendants say that the personal estate of the late George C. Beverley, is totally inadequate to pay and discharge the debts due and owing by him at the time of his death; that the personal estate according to the inventory filed in the Orphans' Court of St. Mary's County amounts to only $ 34 & 43/100, a certified copy of same being filed herewith and made a part hereof and marked

"Defendants' Exhibit A."; that debts totaling $14-13.39 have been filed and passed by the Orphans Court for St. Mary's County, a certified copy of said list of debts being filed herein and marked "Defendants' Exhibit B."

Philip N. Marcey.
Attorney for Helen Parsons Peverley, individually, and Helen Parsons Peverley and Sidney W. Peverley, Executors of the Last Will and Testament of George C. Peverley, late of St. Mary's County, Maryland, deceased.

Filed May 18, 1935.

Defendant's Exhibit A.

Inventory of the Personal Estate of George C. Peverley, late of St. Mary's County, Deceased.

Articles	Value
One Bay Horse	$ 100.00
One Mare	60.00
One Cow	30.00
One Cow	40.00
One Bull	25.00
One Lot Harness	12.00
Six Pitch Forks	3.00
Two Rakes	.50
One Saddle	.50
One Coal Bag	.50
Two Horse Blankets	.50
One Potato Fork	.25
Two sets single trees	2.00
One triple tree	1.00
Two four horse trees	2.00
One Cant hook	.50
One set log hooks	.50
One vise	1.00
One Hedge shears	.25
One lot junk hardware	1.00
One ½ auger	.75
Three grub hoes	1.00
Three weeding hoes	1.50
one wheelbarrow	1.00
one crowbar	.75
one lawn mower	1.00
one drawing knife	.50
one load binder	.75
one hand transplanter	.50
one wire stretcher	1.00
one anvil	.50

one grain drill	$20.00
one grain drill	15.00
one log chain	.25
one lot lumber	1.50
one grindstone	.50
one single wagon	25.00
one single wagon harness	3.50
one lot cable and other articles	1.00
one fork	.50
one pair log hooks	.25
one lot harness 30 one single tree 10	.40
one lot pipe	1.00
one filing cabinet	3.00
one filing cabinet	1.00
one compass saw	.10
one sheep clippers	1.50
one horse clippers	1.50
one tobacco planter	40.00
one rear end wagon and wheels	2.00
one corn sheller	3.00
two shovels 50 Corn Fork 40	.90
one lot corn	15.00
one log cart no wheels	4.50
one saddle	2.00
Nineteen sheep and one lamb	40.00
one double harness (Breeching)	4.00
Three sets plow harness	3.00
Two collars 1.00 one collar 1.00	2.00
one straw knife 25 three cow chains 30	.55
one double wagon	15.00
two 2-horse plows	6.00
one manure spreader	25.00
one disc	8.00
two cultivators and one small plow	1.00
one mower	10.00
one two horse roller	8.00
one two horse roller	8.00
one spike tooth harrow	8.00
one corn planter	10.00
two cultivators and three small plows	5.00
one binder	20.00
one lime spreader	10.00
one spring tooth harrow	10.00
one hay rake 5.00 hay loader 10.00	15.00
one front of wagon 2.50 one cart axle and tongue 100	3.50
one plow harness and collar 2.00 one old harrow 1.00	3.00
1/2 of 5 acres tobacco (Miles)	266.00
1/2 " 6 " " (C. Pinckley)	240.00
1/2 " Corn crop (Miles)	100.00
1/4 tobacco crop (Parsons Farm)	240.00

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¼ Corn Crop (Parsons Farm)	$ $60.00	
⅓ Tobacco crop (Bryantown Farm)	160.00	
⅓ Corn " " "	60.00	
½ Crop Old Tobacco (Fowlers Farm)	150.00	
½ Fifteen tons hay	75.00	
90 Bushels Oats	36.00	
one hay rake	5.00	
	$2,050.20	
Third Floor Stair Room		
2 wardrobes 1.50	3.00	
2 chests 1.25	2.50	
1 hay couch	2.00	
Summer Rugs	1.00	
1 hay couch	2.00	
2 tables 2.00 and 1.50	2.00	
4 chairs	2.00	
2 chests of drawers	2.00	
1 washstand	2.00	
1 victrola	10.00	
1 settee	1.50	
1 book case and books	2.50	
Lot pictures, etc.	1.50	34.00
Second Floor Front Room		
1 Brass clothes Rack	1.00	
1 bed complete	15.00	
1 bureau	10.00	
1 chest drawers	10.00	
1 dressing table	2.00	
2 chairs	2.50	
1 table	2.00	
1 rug	1.00	
1 lamp	1.00	
Smaller articles	2.00	46.50
Hall Bedroom		
1 bureau	6.00	
one small white bed complete	10.00	
1 table	1.00	
2 rugs	.50	
1 mirror	1.50	
1 lamp	.50	
1 chair	.50	20.00
Hall		
2 tables one large 12. one small 2.	14.00	
1 book case	3.00	
1 chair	1.50	
2 rugs	1.50	
1 mirror	5.00	25.00
Bed Room Back of Bath Room		
Twin Beds complete	15.00	
Bureau and mirror	7.00	

2 chairs	$ 1.00	
1 washstand	1.50	
2 Rugs	.50	25.00
Bath Room		
1 cabinette	.50	
1 chair	.50	
1 scales	1.00	
1 rug	.25	
1 mirror	.50	
1 towel rack	.25	3.00
Middle Bed Room		
1 bed complete	20.00	
1 bureau	10.00	
1 dressing table	4.00	
1 wardrobe	6.00	
1 wardrobe	4.00	
1 sewing table	2.50	
1 small table	2.00	
2 chairs	2.50	
2 rugs	1.50	
Other articles	1.50	$ 3.00
Rear Bed Room		
1 bureau	7.00	
1 desk	1.00	
1 wardrobe	3.00	
1 table	1.50	
1 chair	.50	
1 brass bed complete	15.00	
1 rug	.25	
1 bureau	4.00	32.25
Sleeping Porch		
1 single bed complete	5.00	
1 bureau	2.00	
1 table	.50	
1 Chair	.25	
clothes baskets	.75	8.50
Servants Room		
1 cot	1.50	
1 bureau	1.50	
1 Chair	.25	
1 sewing machine	1.00	
1 table	.25	4.50
Linen Closet		
Towels, Sheets, Bed spreads, napkins		
Table clothes, curtains, etc.	10.00	10.00
Front Porch		
1 bench	3.00	
1 couch hammock	2.00	
3 rocking chairs	3.00	8.00
Rear Parlor		

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1 table	1.50	
2 Chairs rattan and bench	6.00	
1 piano	15.00	
1 rug	.50	
1 table	1.00	
Small articles	.50	24.50
Living Room		
1 book case and books	10.00	
2 desks 10. and 5.	15.00	
2 sofas 10 and 12.	22.00	
3 tilt top tables 5. 3, 2.	10.00	
3 drop leaf tables 2. 3. 5.	10.00	
3 table lamps	4.50	
3 floor lamps	3.00	
2 mirrors 2. 2.	4.00	
2 rocking chairs 5. 2	7.00	
3 arm chairs 8. 6. 4.	18.00	
6 rugs	7.50	
4 vases	2.00	
2 candle holders	1.00	
1 clock	2.00	
2 small chairs	2.00	
1 small table	2.00	
Pictures	2.00	
Brass fender and andirons	10.00	
Small articles	2.00	141.00
Sitting Room		
1 desk	7.00	
1 radio	10.00	
1 book case and book	3.00	
1 sofa	3.00	
2 tables 2.00 .50	2.50	
2 chairs 4. 2.	7.00	
3 small chairs	3.00	
2 lamps	3.00	
1 rug	2.00	
1 clock	.50	
2 candle holders	2.00	
2 vases	.50	
1 mirror	5.00	
3 card tables	.75	
Desk Lamp	.50	49.75
Dining Room		
1 dining table	25.00	
6 chairs and 2 arm chairs (set	9.00	
1 serving table	6.00	
1 side board	25.00	
1 clock	.50	
1 mirror	3.00	
1 picture	25	

1 rug		$ 1.50	
1 small table		3.00	
1 cabinet		2.50	
China Closet	Glassware Cutlery etc	15.00	
1 set 3 prs. plates silver		5.00	
1 water pitcher		3.00	
1 waiter		1.00	
China		1.00	
Plates, Glass bowls, etc		3.00	103.75
Pantry			
1 Frigidaire		20.00	
Lot dishes		7.00	
lot dishes		5.00	
Glassware		3.00	
step ladder		.25	35.25
Kitchen			
1 cook stove		5.00	
1 electric stove		3.00	
2 chairs		1.00	
2 tables		2.00	
1 Closet		1.00	
Pots, pans, tinware, etc		3.00	35.25
Breakfast Room			
1 table		2.00	
4 chairs		2.00	
small table		.50	
fancy dishes		1.00	5.50
Back Porch			
1 table			
1 Chairs			
1 cupboard		2.00	2.00
Front yard furniture			
1 table			
2 benches			
3 Chairs		3.00	3.00
Cellar			
safe			
table			
glass jars		2.00	2.00
Furniture stored in garage			
1 sofa		10.00	
Chest of drawers		10.00	
1 Mahogany table		10.00	
Bed, spring and mattress		8.00	
Window Curtains and drapery		10.00	48.00
	Total for Furniture		$699.50

State of Maryland, St. Mary's County, S.S.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans'

Court of St. Marys County do hereby certify that the aforegoing is a true and full copy of the Inventory of the Personal Estate of George C. Peverley late of said County, deceased, the same being taken from Liber A.C.N.T. No 1 One of the Book of Inventories kept in the office of the Register of Wills for St. Marys County

In Testimony whereof, I hereunto subscribe my name and affix the seal of said Court and Office, this 17th day of May in the year of our Lord nineteen hundred and Thirty Five.

Addie C. Maddox
Register of Wills for
St. Marys County
Maryland.

(Orphans')
(Court)
(Seal)

Filed May 18, 1935.

Defendant's Exhibit B

Claims against the Estate of George C. Peverley

Robert L. Burroughs	Note	$806.58
Galloway James Co	Account.	29.04
Thomas Hayden	Account	36.75
Paul Bosse	Judgmt.	52.76
Mrs. Lindsay, Rice and Lalinger	Account	30.00
James Balsling and Co.	Judgmt.	98.52
F. le Vecht Co.	Account	42.92
Hughesville Motor Co.	Account	42.32
Mr. Lester Newman	Account	10.00
Annapolis Banking and Trust Co.	Judgt.	231.50
George F. Abell	Note	102.00
Shanks and Etzler Lime Co.	Account	25.00
Farm Supply Co	Account	3.80
Guy Brothers	Account	29.56
Raul Gunther	Account	864.70
L. B. Johnson	Medical Acct.	261.00
L. B. Johnson	In last sickness	25.00
J. Frank Coppage	Account	16.40
Joseph F. Rohrlich, Jr.	Note	300.00
Maurice C. Smith	Med. Account	30.00
St. Marys Motor Co.	Account	60.70
Chas. J. Wood Estate.	Account	22.41
Home Insurance Co.	Account	324.04
Leonardtown Implement Co.	Note	669.38
Longs Furniture Co	Account	15.00
Central Service Station	Account	76.58
Henry Mueller	Account	344.00
Kutzler Brothers	Account	38.62
Farmers Banking and Trust Co.	Judgmt.	42.90
A. C. Welch, M. D.	Account	30.00
Midway Garage	Account	17.28
E. W. Burch Co. (Estate)	Account	26.26
Charles P. Herbert	Account	67.53

L. A. Clark and Sons	Account	$1,44 .25
Elmer R. Jarboe	Funeral Account	285.00
Harrison Hobbs	Judgmt.	1,000.00
L. L. Parlett	Account	380.00
L. L. Parlett	Account	12 .00
L. L. Parlett	Account	90.56
Southern Md. Real Es. and In Agcy.	Account	24 .40
The Hughesville Savings Bank	Note	4,000.00
" " "	Note	50.50
Balto. Fertilizer Co.	Note	1,074.20
Md. Tobacco Growers Assn	Account	78.82
Earl N. McMarr	Account	82.00
E. A. Harris	Note	500.00
Thos. A. Middleton	Note	60.00
		$14,513.39

State of Maryland, St. Mary's County, S.S.

I, Eddie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court for St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the Claims against the Estate of George C. Pewerley late of said County, deceased, the same being taken from Liber B. C. No. 1 Claims Records now kept in the office of the Register of Wills for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of the said Court and Office, this 17th day of May in the year of our Lord nineteen hundred and thirty-five.

Eddie C. Maddox
Register of Wills for
St. Mary's County
Maryland.

(Orphans')
(Court)
(Seal)

Filed May 18, 1935.

Bill
Reg. of Wills

Mr. Philip N. Harvey, Jr. Atty.
To Eddie C. Maddox, Register. Dr.

1935
May 17 To Certified Copy of Claims
vs. Estate Geo. C. Pewerley 75
" To Certified copy of Inventory
of Personal Estate of George C. Pewerley, deceased. 1.25 $2.00

Filed May 18, 1935.

Bill
Reg. of Wills

Mr. Sydnor, Walsh, Levy and Archer

1934 N.E.

To Addie C. Maddox, Register, Dr.

1934
Dec. 29 To Certified Copy of Will; Letters Testamentary In Estate of George C. Beverley, deceased. $1.75

Filed May 18, 1935.

Bill
Clerk of Court, Exhibits
Beverley Estate No. 1734 N.E.
To Jos. M. Mattingly, Clerk, Dr.
Petitioners Exhibits

1935
May 17 Copies as Exhibits A, B, C, D, E, F, F-1, F-2, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, W, Y, Z, & Z-1. $26.10
" " F-3 & F-4 2.20
$28.30

Filed May 18, 1935.

Agreement to set down for final hearing.

It is hereby agreed that the above and aforegoing case be set down for final hearing at once, upon bill, answer and exhibits.

John N. T. Briscoe
Solicitor for County Trust Company et al.
B. Harris Camalier
Solicitor for First National Bank of St. Mary's at Leonardtown,
Plaintiffs.
Philip N. Marsey, Jr.
Solicitor for Defendants

Filed June 6, 1935.

Decree for sale of Real Estate

This cause being ready for hearing and being submitted for final decree, the Bill of Complaint, Answer and all other proceedings having been read and duly considered, it is thereupon this 6th Day of June in the year nineteen hundred and thirty-five by the Circuit Court for St. Mary's County, Maryland, in Equity, adjudged, ordered and decreed that the real estate described in these proceedings or any interest in any other real estate of which the said George C. Beverley, died, seized and possessed, be sold being the same and all the land of which George C. Beverley, late of St. Mary's County, Maryland, died, seized and possessed and that John N. T. Briscoe, Philip N. Marsey, Jr., and Wm. Aleck Loker be and they are hereby appointed trustees to make sale thereof; and that the cause and manner of the proceeding shall be as follows: they shall, before they proceed to make such sale, first file with the Clerk of the Circuit Court for St. Mary's County, a corporate bond to the State of

Maryland, executed by themselves and a surety or sureties in the penalty of Forty Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by any further order or decree passed in the premises, which said bond shall be approved by one of the Judges of this Judicial Circuit, or by the Clerk of the Circuit Court for St. Mary's County. The said Trustees shall then proceed to make said sale, first having made a public offer, and having given at least three weeks previous notice by advertisement inserted in some newspaper or newspapers printed and published in St. Mary's County and in such other manner as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on the day of sale, one-third thereof in twelve months, and the residue in twenty-four months from the day of sale, or all cash at the option of the purchaser; credit payments to bear interest from the day of sale, and to be secured by the notes or bonds of the purchaser, with a security to be approved by the said Trustees. That as soon as convenient after said sale, the said Trustee shall return to this Court a full and particular account of the proceedings in the premises, with an affidavit thereto annexed to the truth thereof and of the fairness of such sale. And on the final ratification thereof, and the full payment of the whole purchase money (and not before) the said Trustees are hereby authorized, by a good and sufficient deed acknowledged and recorded according to law, to convey to the purchaser, his, her or their heirs, the property and estate, to him, her or them sold, free, clear and discharged from all claim of the parties to this cause.

And the Trustees shall bring into Court the money arising from the sale of the said land and premises to be distributed under the direction of this Court after deducting the costs of 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 appeared to have discharged their trust.

Wm. Mowell Laker,
Judge.

Filed June 6, 1935.

Bond

Know All Men By These Presents, That we, John H. T. Briscoe, Philip H. Harvey, Jr. and William Aleck Laker, Trustees, as Principals, and American Bonding Company Of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and quotient sum of Forty Thousand ($40,000.00) Dollars, to be paid to the said State or its certain Attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this thirtieth day of September in the year nineteen hundred and thirty-five.

Whereas the above bounde John H. T. Briscoe, Philip H. Harvey, Jr., and William Aleck Laker, by virtue of a decree of

the Circuit Court for St. Mary's County, Maryland, in Equity, passed on the fifth day of May, 1932, in a cause entitled "County Corporation of Maryland, a body corporate, et al, Plaintiffs, vs. Helen Abrams Pearlup, et al, Defendants," being No. 1734 N. E., were appointed Trustees to sell the real estate mentioned in the proceedings in said cause.

Now, The Condition Of The Above Obligation Is Such, That if the above bounden John H. T. Briscoe, Philip K. Harvey, Jr., and William Aleck Laker, Trustees, do and shall, well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any further decree or Order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Witness as to Principals:
Louis F. Abell

John H. T. Briscoe (Seal)
Trustee
Philip K. Harvey, Jr. (Seal)
Trustee
Wm. Aleck Laker (Seal)
Trustee

Witness as to Surety:
G. Gillis

(Corp) American Bonding Company of Baltimore
(Seal) By W. L. Jenkins, Attorney-in-Fact

~~Know all Men by these Presents:~~

~~That the American Bonding Company Of Baltimore, by Fred K. Uptell Vice President, and E. B. Bates Assistant Secretary, in~~

The within bond is hereby approved this 30th day of September, 1932.

Jos. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1, Folios 5-9.
Filed Sept. 30, 1932.

Trustees Report of Sale

To the Honorable the Judges of the Circuit Court for St. Mary's County, Maryland:

The report of John H. T. Briscoe, Philip K. Harvey, Jr., and William Aleck Laker, Trustees appointed by a decree of this Court passed in the above entitled cause dated the 6th day of June, 1932, to make sale of certain real estate therein mentioned respectively 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, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the St. Mary's Enterprise, a newspaper, printed and published in St. Mary's County, Maryland for at least twenty days before the day of sale they did pursuant to said notice attend at the Court House door in Leonardtown, St. Mary's County, Maryland, on the 1st day of October, in the year 1932, between the hours of one and three o'clock in the afternoon, and then and there proceeded to sell said

property in following manner, that is to say:
Your Trustees offered at public sale to the highest bidder the property mentioned in said decree situated in St. Mary's County, Maryland and described as follows:
First: All the right, title interest and estate of the said George C. Peverley, deceased, the same being a 34/56 interest therein in and to those two tracts or parcels of land situate, lying and being in the Fourth Election District of St. Mary's County, Maryland, one called and known as "St. John's" and "Little St. Thomas" containing 428 acres more or less, and being generally known as The Home Farm of the late John T. Parsons, and the second of said tract being called and known as Land from M. E. and P. B. Smith containing by estimation 100 acres more or less. And your Trustees having received no bid for said real estate over and above the sum of Thirty-five Hundred Dollars ($3500) which said sum was considered by your Trustees as an inadequate price for said real estate same was withdrawn from said sale.
Second: All those tracts or parcels of land situate in the Fourth Election District of St. Mary's County Maryland, commonly called and known as "The Ogsilla Burrough Farm" or "The Fowler Farm" containing 229¾ acres of land more or less. And your said Trustees sold the above described property to Lemard R. Johnson for the sum of Two Thousand, Seventy-five Dollars ($2,075.00), he being at the sum the highest Bidder therefore The terms of said sale being one-third of the purchase money on the day of ratification of sale, one-third thereof in twelve months and the residue in twenty-four months from the date of sale or all cash at the option of the purchaser with a deposit of Three Hundred Dollars ($300.00) required on the day and at the time of sale.
Third: All those tracts or parcels of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland near the village of Mechanicsville containing 47⅔ acres of land more or less and being generally known as The Home Place of the Late George C. Peverley and also that tract or parcel of land situate on the public road leading from Mechanicsville to Leonardtown in the Fifth Election District of St. Mary's County Maryland and called and known as "Kelly's Luck and Fortune" or "The Combs Farm" containing 167½ acres of land more or less. And your Trustees having received no bid for said real estate over and above the sum of Eight Thousand and Twenty-five Dollars ($8025.00), which sum your Trustees considered an inadequate price for said real estate same was withdrawn from said sale.
Fourth: All that tract or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland called and known as "Part of Padgett's Farm" containing 27⅞ acres of land more or less. And your Trustees sold the above described property to A. Edward Meredith for the sum of One Hundred Dollars ($100.00).

Fifth: All that tract or parcel of land situate, lying and being in the Fifth Election District of St. Marys County, Maryland called and known as "The Resin Jenifer" Lot containing twelve acres of land more or less and your Trustees sold the above described property to A. Edward Meredith for the sum of Seventy five Dollars ($75.00).

Sixth: All those tracts or parcels of land situate in the Fifth Election District of St. Marys County, Maryland, called and known as "Part of Stephens Land" and "Long Looked For Come at Last" containing about 233 acres of land more or less. And your said Trustees having received no bid for said real estate over and above the sum of Forty-three Hundred and Fifty Dollars ($4350.00) which your Trustees considered an inadequate price for said real estate same was withdrawn from said sale.

And your Trustees further beg leave to report that the purchasers of the parcels of real estate have complied with the terms of said sale to the satisfaction of your said Trustees.

Respectfully submitted:

John H. T. Briscoe
Philip H. Harvey, Jr.
Wm. Uleck Lake.
Trustees.

State of Maryland, St. Marys County, to wit:

I hereby certify that on this 5th day of October in the year nineteen hundred and thirty-five before me the Clerk of the Circuit Court for St. Marys County, Maryland, in and for St. Marys County aforesaid, personally appeared John H. T. Briscoe, Philip H. Harvey Jr. and William Uleck Lake, Trustees named in the above report of sale and each made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief and that the sale herein reported was fairly made.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Marys County, Maryland.

(Court)
(Seal)

Filed Oct. 4, 1935.

Certificate of Publication of Notice of Sale.

In the Circuit Court for St. Marys County, Maryland.

This is to certify that the appended Notice of Sale has been published in the Saint Marys Enterprise, a newspaper published in Saint Marys County, Maryland, once a week for 4 successive weeks, prior to the 1st day of October, 1935 and that the first publication appeared in the issue of Sept. 6th, 1935.

Harvey and Wimsatt
Publishers
Philip H. Harvey, Jr.

Trustee's Sale of Valuable Real Estate situated in St. Mary's County, Maryland.

Under and by virtue of a decree of the Circuit Court for St. Mary's County, Maryland, sitting ~~as Equity~~ a Court of Equity, and passed on the Sixth day of June, nineteen Hundred and thirty-five, in a cause in said Court pending, in which County Corporation of Maryland a body corporate and others are Complainants, and Helen Parsons Beverley, individually and Helen Parsons Beverley and Sydney W. Beverley, executors of the last will and testament of George C. Beverley, late of St. Mary's County deceased, are defendants, the undersigned, Trustees appointed by said decree, will offer for sale at public auction, at the Court House door in Leonardtown, St. Mary's County, on Tuesday, October 1, 1935 between the hours of one and three o'clock in the afternoon, the property in said proceedings mentioned, that is to say:

First: All the right, title, interest and estate of the said George C. Beverley deceased, the same being a 34-56 interest therein, in and to those two tracts or parcels of land situate, lying and being in the Fourth Election District of St. Mary's County, Maryland, one called and known as "St Johns" and "Little St. Thomas", containing 438 acres more or less, and being generally known as "The Home Farm of the late John N. Parsons," and the second of said tracts being called and known as "Land from M. E. and P. B. Smith, containing by estimation 100 acres, the interest of the said George C. Beverley, deceased in and to said tracts or parcels of land having been acquired by the following deeds:

(a) Deed from E. Hallam Parsons, dated October 4, 1910, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E.B.A. No. 9, folio 57.

(b) Deed from J. Hillery Parsons, Jr., and his wife, dated November 1, 1910, and recorded in Liber E. B. A. No. 9, folio 91.

(c) Deed from Martha Lee Hesketh and Husband, dated December 8, 1910, and recorded in Liber E. B. A. No. 9, folio 136.

(d) Deed from J. Thomas Parsons, unmarried, dated December 14, 1912, and recorded in Liber E. B. A. No. 9, folio 146. said deeds being to George C. and Sydney W. Beverley, and

(e) Deed from Julian N. Parsons and wife, dated November 25, 1913, and recorded in Liber E. B. A. No. 12, folio 393.

(f) Deed from John N. Parsons et al., dated November, ____ 1914, and recorded in Liber E. B. A. No. 16, folio 110.

(g) Deed from Edmund J. Parsons, dated January 5, 1917, and recorded in Liber E. B. A. No. 66, folio 27.

(h) Deed from L. Belle Parsons and husband, dated November 25, 1913, and recorded in Liber E. B. A. No. 12, folio 394, less two parcels aggregating 9.36 acres of land, more or less, conveyed to the Board of Education of St. Mary's County, Maryland, and Mary Drury Hancock, and also two rights of way conveyed to the State Roads Commission of Maryland. The first of said tracts is improved by a large dwelling house, two tenant houses, tobacco barns and other necessary outbuildings. This farm consists of about three hundred acres of arable land, balance

in wood and pasture land. This farm is well situated, fronting on the State Road leading from Helen to Leonardtown, and also on State Road leading from Helen to Chaptico, and is well suited to general farming and suitable for residential purposes. The second of said tracts is a tract of timber land situated near the State Road leading from Helen to Mechanicsville.

Second: All those tracts or parcels of land situated in the Fourth Election District of St. Mary's County, Maryland, commonly called and known as "The Aquilla Burroughs Farm" or "The Fowler Farm," now containing 2293-4 acres of land more or less, and being all the remaining portion of the tract or parcel of land conveyed to George C. Beverley by deed from Joseph H. Cling Trustee, dated December 20, 1922, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 1, folio 216, after deducting therefrom that portion thereof containing 1.90 acres, more or less, conveyed to Lemard B. Johnson by deed from George C. Beverley and wife, dated June 8, 1928, and recorded in Liber J. M. M. No. 6, folio 171, one of the Land Records of St. Mary's County, Maryland. This farm is improved by a dwelling house, one large tobacco barn, and other smaller outbuildings.

Third: All those tracts or parcels of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, near the village of Mechanicsville, containing 472-3 acres of land, more or less and being generally known as "The Home Place of the late George C. Bradley," and having been acquired by the said George C. Bradley by the following deed: (1) Deed from Charles J. Wood and wife, dated July 8, 1910, and recorded among the Land Records of Saint Mary's County, Maryland, in Liber E. B. A. No. 8, folio 472.

(2) Deed from William Rehnmacher and wife, dated November 22, 1911, and recorded among the Land Records of St. Mary's County, Maryland in Liber E. B. A. No. 10, folio 26.

(3) Deed from William Rehnmacher and wife, dated December 12, 1912, and recorded among the Land Maryland in Liber E. B. A. No. 10, folio 430.

(4) Deed from Alice O. Adams dated March 10, 1913, and recorded the Land Records of Saint Mary's County, Maryland, in Liber E. B. A. No. 11, folio 146.

(5) Deed from Alice O. Adams dated December 8, 1913, and recorded among the Land Records of St. Mary's County Maryland, in Liber E. B. A. No. 12, folio 185. This farm consists of practically all cleared land. It is well situated on the State Road leading from Leonardtown to Mechanicsville, and is improved by a large dwelling in fine condition with all modern improvements, a large barn, machine shed, garage and other necessary outbuildings all in good condition. The dwelling is located on an elevation well back from the State Road and is surrounded by spacious lawns with ample shade trees, fruit trees and select shrubbery.

Fourth: All that tract or parcel of land situated on the public road leading from Mechanicsville to Leonardtown, in the Fifth Election

District of St. Mary's County, called and known as "Kelly's Luck and Fortune" or "The Cambe Farm" containing 167 2-3 acres more or less, and being the same land acquired by the said George C. Beverley by deed from Wilhelm Schumacher and wife, dated August 28, 1917, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 16, folio 398. This farm is improved by a dwelling house, tenant house, tobacco barns and other smaller outbuildings. This property is conveniently situated for subdivision for residential purposes, being on the outskirts of the village of Mechanicsville.

Fifth: All that tract or parcel of land situate, lying and being in the Fifth Election District of Saint Mary's County, Maryland, called and known as "Part of Padgett's Farm," containing 27 7-8 acres of land, more or less, and being one of the tracts or parcels of land acquired by the said George C. Beverley by deed from W. Edelen Gough, County Treasurer, et. al. dated September 3, 1930, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No 7 folio 153.

Sixth: All that tract or parcel of land lying and being in the Fifth Election District of St. Mary's County, Maryland, being commonly called and known as "The Rein Jenifer Lot" containing 12 acres of land, more or less, and being one of the tracts or parcels of land conveyed to the said George C. Beverley by deed last above mentioned.

Seventh: All those tracts or parcels of land situate in the Fifth Election District of St. Mary's County, Maryland, called and known as "Part Stephens Land" and "Long Looked For Come At Last," containing about 833 acres of land, more or less, and being the same land acquired by said George C. Beverley by deed from Justine Beverley Woodard et. al., dated May 11, 1934 and recorded among the Land Records of St. Mary's County, Maryland in Liber J. M. M. No 9 folio 50. These tracts of land, are principally timber land, although improved by several tenant houses. These tracts comprise one of the largest and most valuable timber tracts in St. Mary's County, Maryland.

All of the above described farm land is well suited to the growth of the staple crops, especially tobacco, and is well adapted to stock raising.

Terms Of Sale, as prescribed by the decree are as follows: One-third of the purchase money to be paid in cash on the day of ratification of sale, one-third thereof in twelve months and the residue in twenty-four months from the date of sale, or all cash at the option of the purchaser, credit payments to bear interest from the date of sale and to be secured by the notes of bonds of the purchaser with a security to be approved by the said trustees.

The following deposits will be required of the purchaser on the day and at the time of sale:

On first described tracts or parcels of land Four Hundred Dollars, on second tract, Three Hundred Dollars, on third tract, Five Hundred Dollars, on the fourth tract, Four Hundred Dollars, on the fifth tract, Fifty Dollars, on the sixth tract, Fifty Dollars, on the seventh tract, Five Hundred Dollars.

The tracts or parcels of land mentioned as Third and Fourth in the above advertisement will be offered by the undersigned first separately and then as an entirety, and the bid or bids pro-

during the largest amount, if deemed adequate by the undersigned will be accepted.

Conveyancing, revenue stamps, recording, etc., to be at the expense of the purchaser or purchasers.

John H. T. Briscoe,
Philip H. Harvey, Jr.,
William Wirt Baker,
Trustees.

Filed Oct. 8, 1932.

Auctioneer's Certificate

I hereby certify that I acted as Auctioneer for the sale of certain real estate, being real estate of which the late George C. Beverley died seized and possessed, sold by John H. T. Briscoe, Philip H. Harvey, Jr., and William Wirt Baker, Trustees, at public sale at the Court House door in Leonardtown, St. Mary's County, Maryland, on Tuesday, October 4, 1932, between the hours of one and three o'clock in the afternoon, and sold said parcels of land as follows:

First: All those tracts or parcels of land situate in the Fourth Election District of St. Mary's County, Maryland commonly called and known as "The Aquilla Burroughs Farm" or "The Fowler Farm" containing 229¾ acres of land more or less, to Leonard B. Johnson at and for the sum of Two Thousand Seventy-five Dollars ($2,075.00).

Second: All that tract or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, called and known as "Part of Padgett's Land" containing 27⅞ acres of land more or less, and sold the same to A. Edward Meredith at and for the sum of One Hundred Dollars ($100.00).

Third: All that tract or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, called and known as "The Resin Juniper Lot" containing 12 acres of land more or less, and sold the same to A. Edward Meredith at and for the sum of Seventy-five Dollars ($75.00) said purchasers being at and for the said sums the highest bidders therefor.

And I further certify that said sales were fairly made to the best of my knowledge and belief.

Chas. R. Abell
Auctioneer.

Filed Oct. 8, 1932.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of October in the year nineteen hundred and thirty-two that the report of the sale of real estate made by John H. T. Briscoe, Philip H. Harvey, Jr. and William Wirt Baker, Trustees, in the above entitled

case be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the First Monday in November, nineteen hundred and thirty-five, provided a copy of this Order be printed and published in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks prior to said First Monday in November nineteen hundred and thirty-five. The report of sale states that said real estate was sold for Twenty-two Hundred and Fifty Dollars ($2,250.00).

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Oct. 8, 1935.

Order final ratification of sale of real estate
In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 1st Monday of November, 1935; and that the first publication appeared in the issue of October 11, 1935.

Harvey & Weiner,
Publishers
Philip H. Harvey, Jr.,
Editor.

Ordered by the Circuit Court for St. Mary's County, Maryland this 9th day of November in the year 1935 that the sale of the real estate mentioned and described in the proceeds in the above entitled case made and reported by John H. T. Briscoe, Philip H. Harvey, Jr., and William Aleck Loker on the 8th day of October 1935 be and the same is hereby 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 heretofore filed in this case as shown by the Certificate of Publication of said Order Nisi heretofore filed.

Wm. Mearell Loker,
Judge.

For Order Nisi see 382 Order Nisi on Sale.

Filed Nov 9" 1935

Judgment of James M. Bowling & Company

Docket No. 1169	Action
James M. Bowling & Co. Plaintiff	Before Justice of the Peace
Vs.	Robert L. Burroughs
Geo. C. Beverley Defendant	State of Maryland, St. Mary's County, to wit

Judgment Note appeared and confessed judgment in favor of the plaintiff for Eighty Eight dollars and Forty Eight cents, and 10 per cent plaintiff's Attorney's fees for collection, and costs.

1734 N. E.

Judgment in favor of the plaintiff for Ninety Seven Dollars and Thirty two cents, debts & current money, with interest from March 12, 1934 until paid, and One Dollars and Twenty cents cost.
Witness my hand and seal

(J. B.) Robert L. Burroughs J. C. (Seal)
(Seal)

$1.20/100 costs paid by E. J. Edelen, Attorney for Plaintiff.
True Copy - Test:

Robert L. Burroughs, J. P.
(Seal)

Estate of George C. Pearly, deceased.
Filed Oct. 9 1934 and recorded in Liber B. C. No. 1 Folio 74 etc. and examined by me.

Teste

Anita C. N. Thrift
Register of Wills.

Filed Dec. 12, 1935.

Account of Hughesville Motor Company

Mr. George C. Pearly - (Personal a/c)
Mechanicsville, Md.
To Hughesville Motor Co., Dr

Date			Debit	Credit	Balance
June 23, 1930	Invoice	1268	.16		$ .16
July 23.	do	12-83	1.15-		1.31
Sept. 27	do	2312	1.80		3.11
Oct. 20	do	772	49.25-		2-2.36
31	do	2689	1.75-		2-4.11
29	do	2676	2.60		2-6.71
Dec. 10	do	3128	1.45-		2-8.16
30	do	43	23.90		92.06
31	do	3250	1.00		93.06
Feb. 6, 1931			By Check	25.00	68.91
Mar. 14	do	220	1.85-		69.91
23	do	4026	1.00		70.91
30	do	4077	.70		71.61
30	do	4078	1.20		72.81
31	do	4088	.25-		73.06
Apr. 8			By Check	25.00	48.06
10	do	372	1.40		49.46
14	do	380	2.97		2-2.43
16	do	382	10.47		62.90
1	do	3254	7.08		69.98
July 24, 1932	do		By Check	25.00	44.98
Nov. 14, 1932	do		.35'		42.33

Balance due $42.33.

State of Maryland, Charles County, to wit:
I hereby certify that on this 14th day of March, in the year 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally

appeared Clarance O'C. McDonagh, one of the Co-partners of Hughesville Motor Company, and made oath in due form of law that the above account is true and bona fide as therein stated and that no part thereof has been paid, except the credits thereon appearing, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(N. P.) (Seal)

Thelma Long,
Notary Public

Estate of George C. Peverley, deceased.
Filed Oct. 9, 1934 are recorded in Liber B. C. No. 1 Folio 74 etc. and examined by me.

Teste

Anita C. N. Thrift
Register of Wills

Filed Dec. 12, 1934.

Account of the Hub.

George C. Peverley
Mechanicsville, Md.

AA-1421
ET

			Charges	Credits	Balance
1931		Amount due end of last month			112.90
Jan.	12	Cash		25.00	
Apr.	10	Cash		24.00	
Sept.	12	Cash		24.00	
Dec.	12	Cash		22.00	
	22	Oxfords	8.80		
		Coat & Pants	36.82		
		Vest	6.60		
		Cash		12.90	
1932					
Jan.	21	Cash		12.00	
	25	Sterlets	1.10		
		Doz. Green Grasses	.86		
		Bay Soap	.41		
		2 Hose	2.20		
	26	2 Bandettes	1.10		42.92

State of Maryland, City of Baltimore

Be It Remembered, and I hereby certify, that on this 19th day of September A. D. 1934, before me the subscriber, a Notary Public, duly appointed, commissioned and qualified, in and for The Hecht Company aforesaid, and having authority by law to administer oaths therein, personally appeared Samuel W. Hecht and made oath in due form of law, that he is an officer, holding the position of Treasurer of The Hecht Company which is a corporation duly incorporated under the laws of the State of Maryland and that there is justly due and owing to said corporation upon annexed account by George C. Peverley the sum of forty-two dollars and ninety-two cents, together with interest from date

paid over and above all discounts; and further that the said Samuel M. Hecht believes the goods, wares and merchandise charged in annexed account, were bona fide as charged, and that he hath not, nor hath said corporation, to his knowledge or belief, received any payment or satisfaction for the articles charged more than credit is duly given for in and appearing upon said account, nor hath he or the said corporation received any security for the same, and that the balance charged and claimed is justly due according to the best of his knowledge and belief; and further, that he is the duly authorized agent of said corporation to make this affidavit, and that he had personal knowledge of the matters herein contained.

Samuel M. Hecht

In Testimony Whereof, and that the oaths aforesaid were duly made and subscribed to before me, as above stated, I have hereto set my hand and affixed my seal notarial, on this the day and year above written.

(N.P.) J. A. Batzer
(Seal) Notary Public

Estate of George C. Beverley, deceased.
Filed Oct. 9, 1933 & are recorded in Liber B. C. No. 1 Folio 74 etc. and examined by me

Teste

Anita C. N. Thrift
Register of Wills

Filed Dec. 12, 1933.

Petition and Order reducing bond to $20,000.00

To the Honorable, the Judges of the Circuit Court for St. Mary's County, Maryland.

The petition of John N. T. Briscoe, Philip N. Harvey, Jr. and William Hebb Baker, Trustees appointed by your honorable Court to make sale of the real estate mentioned in the proceedings in the above entitled case respectfully shows:

First: That in pursuance of the decree of your Honorable Court authorizing and empowering your petitioners to sell the real estate of the said George C. Beverley, your petitioners offered same for sale at public auction and sold the real estate in the Fourth Election District of St. Mary's County, Maryland, called and known as "The Aquilla Barroughs Farm" or "The Fowler Farm" for the sum of Two Thousand and seventy-five Dollars ($2075.00), also the tract or parcel of land in the Fifth Election District called "Part of Padgett's Land" for the sum of One Hundred Dollars ($100.00) and "The Resin Sniffer Lot" for the sum of Seventy-five Dollars ($75.00), but withdrew all of the remaining real estate of said George C. Beverley from the sale because of the lack of adequate bids for said real estate.

Second: That since the date of said public sale your petitioners have negotiated the sale privately of the interest of the said George C. Beverley in and to the tract or parcel of land called and known as "The Parsons Farm" for the sum of

Forty-five Hundred Dollars ($4500.00) and that they have remaining unsold the real estate in the Fifth Election District comprising the home of the said George C. Emerick with land thereto attached and formed adjoining for which real estate your petitioners received only a bid of Eight Thousand and Twenty-five Dollars ($8025.00), at said public sale, and also the tract of woodland containing about eight hundred (800) acres upon which your petitioners received only a bid of Four Thousand Three Hundred and Fifty Dollars ($4350.00).

Third: That in accordance with the order of this Court your petitioners filed in this case before said public sale a bond for the sum of Forty Thousand Dollars ($40,000.00) and inasmuch as your petitioners feel satisfied that it will not be possible for them to secure for said real estate a sum in excess of Twenty Thousand Dollars ($20,000.00) and as your petitioners desire to save the premium upon the amount of said bond heretofore filed over and above said sum of Twenty Thousand Dollars ($20,000.00) your petitioners pray your honorable Court to pass an order in the premises reducing the amount of the bond in this case to the sum of Twenty Thousand Dollars ($20,000.00). Your petitioners further advise your honorable Court that in the event they are able to secure for said real estate a sum in excess of Twenty Thousand Dollars ($20,000.00) they will promptly advise the Court of said fact at which time any necessary increase in the amount of their bond can be had by order of your honorable Court.

Respectfully submitted:

John N. T. Briscoe,
Philip N. Harvey, Jr.,
Wm. Mack Lakin,
Trustees

Upon the aforegoing petition it is this 17th day of December in the year nineteen hundred and thirty-four by the Circuit Court for St. Marys County in equity ordered that the amount of the bond heretofore filed in this case by the above named petitioners and trustees be and the same is hereby reduced to the sum of Twenty Thousand Dollars ($20,000.00)

Wm. Mercell Loker,
Judge.

Filed Dec. 17, 1934.

Short Copy of Judgment
In the Circuit Court
For St. Marys County
Jos. M. Mattingly, Clerk

No. 12 Docket Vol. Upper.
Term March, 1934 Page 12.

17347 N. E.

Paul Basse
Plaintiff
Vs.
George C. Peverley
Defendant

Plaintiff's Costs $8.05
" Atty. Com. 6.87
Defendant's Costs
April 14, 1934, Judgment in favor of Plaintiff for $68.78 with interest from April 12, 1934 and costs, with rights of exemption waived.

Received payment of $3.00
Clerk's Costs 4/14/34
Wm. G. Fenwick, Deputy
Paid by J. Fletcher Clarke, Atty.

True Copy Test:
(Court) (Seal)
Jas. M. Mattingly
Clerk.

State of Maryland County of Talbot, to wit:

I Hereby Certify That on this 27th day of December, 1935, before me, a Notary Public of the State of Maryland County of Talbot aforesaid, personally appeared Paul Basse, and made oath in due form of law, that no part or parcel of the above claim has been paid, or security or satisfaction for the same given, and that the total amount, with interest and costs is now due and owing.

Witness My hand and Notarial Seal.

(N.P.) (Seal)
Alice H. James,
Notary Public.

Filed Dec. 31, 1935.

Petition and Report of Private sale of real estate.

To the Honorable the Judges of said Court:

The petition of John H. T. Biscoe, Philip K. Harvey Jr. and William Meek Baker, Trustees respectfully states:

That they were duly appointed trustees to sell the property hereinafter described by decree passed in this Court on the 6th day of June, 1935 and that on October 1, 1935 between the hours of one and three o'clock in the afternoon after due notice by publication in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, they offered at public auction on the aforesaid date the property hereinafter described, for sale but the highest bid that they were able to obtain for same was the sum of $35.00= which your trustees felt was an inadequate sum for said property and withdrew the same.

That since withdrawing said property they have negotiated for the sale of same and have been able to secure from Sydney D. Peverley an offer of Forty Five Hundred Dollars ($45.00.00) which your Trustees feel is a fair and adequate price for the land described as follows:

First: All the right, title, interest and estate of the said George C. Peverley deceased, the same being a 34-36 interest therein, in and to those two tracts or parcels of land situate, lying and being in the Fourth Election District of St. Mary's County, Maryland now called

and known as "St. John's" and "Little St. Thomas," containing 435 acres more or less, and being generally known as "The Home Farm of the late John W. Parsons" and the second of said tracts being called and known as "Land from M. E. and O. B. Smith" containing by estimation 100 acres, the interest of the said George C. Peerley in and to said tracts or parcels of land having been acquired by the following deeds:

(a) Deed from E. Wallace Parsons, dated October 4, 1910, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 9, folio 57.

(b) Deed from J. Hilbery Parsons, Jr. and his wife, dated November, 1910, and recorded in Liber E. B. A. No. 9, folio 91.

(c) Deed from Martha Lee Westcott and husband, dated December 8, 1910, and recorded in Liber E. B. A. No. 9, folio 136.

(d) Deed from J. Thomas Parsons unmarried, dated December 14, 1912, and recorded in Liber E. B. A. No. 9, folio 176, said deeds being to George C. and Sydney H. Peerley, and

(e) Deed from Isham F. Parsons and wife, dated November 25, 1913, and recorded in Liber E. B. A. No. 12, folio 392.

(f) Deed from John F. Parsons, et al. dated November 1914. and recorded in Liber E. B. A. No. 16, folio 110.

(g) Deed from Edmond J. Parsons, dated January 5, 1917, and recorded in Liber E. B. A. No. 66, folio 27.

(h) Deed from A. Bell Parsons, and husband, dated November 25, 1913, and recorded in Liber E. B. A. No. 12, folio 394, less to parcels aggregating 9.36 acres of land, more or less, conveyed to the Board of Education of St. Mary's County, Maryland, and Mary Harry Hancock, and also two rights of way conveyed to State Roads Commission of Maryland. The first of said tracts is improved by a large dwelling house, two tenant houses, tobacco barns and other necessary outbuildings. This farm consists of about three hundred acres of arable land, balance in wood and pasture land. This farm is well situated, fronting on the State Road leading from Helen to Chaptico, and is well suited to general farming and suitable for residential purposes. The second of said tracts is a tract of timber land situated near the State Road leading from Helen to Mechanicsville.

Your petitioners herewith file affidavits of two disinterested parties who are informed as to the values of real estate in St. Mary's County, setting forth that in their opinion said offer of Forty five Hundred Dollars ($4500.00) is a fair and adequate price for said property on today's market.

Your petitioners further report that the said Sydney H. Peerley has paid a deposit of Five Hundred Dollars to your trustees in compliance with the original decree which your trustees have accepted.

Your petitioners therefor pray that said sale may be ratified and confirmed.

John W. T. Briscoe
Philip W. Harvey, Jr.
Wm. Aleck Loker,
Trustees.

1734 N. E.

State of Maryland St. Mary's County, to wit:
I hereby certify that on the 13 th day of January 1936 before me the subscriber clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared John N. T. Briscoe, Philip H. Morsell, Jr. and William Albert Lakes, and made oath in due form of law that the aforegoing petition and report of private sale is true to the best of their knowledge and belief.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk.

Ordered by the Circuit Court this 16 th day of January 1936 that the private sale of the property described in the aforegoing petition be ratified and confirmed unless cause to the contrary be shown on or before the time set forth in the usual Order Nisi.

Wm. Mowell Lakes,
Judge.

Filed Jany. 11, 1936
Order filed Jany. 16, 1936.

Certificate

State of Maryland St. Mary's County, to wit:
I hereby certify that I am acquainted with land values in St. Mary's County, Maryland and have dealt in real estate here and feel that I am competent to appraise land values here. I further certify that I know the property described in the attached petition known as "The Parsons Farm" and that I feel that the sum of Forty-five Hundred Dollars ($4500.00) is a fair and adequate price on today's market for said property. I feel that due to the fact of the undivided outstanding interest in said property that it would be impossible to obtain more than this for the property at today's price.

Louis F. Abell.

Subscribed and sworn to before me this 11th day of January, in the year nineteen hundred and thirty-six.

(N. P.
(Seal)

G. R. Miles,
Notary Public

Filed Jany. 11, 1936.

Certificate

State of Maryland St. Mary's County, to wit:
I hereby certify that I am acquainted with land values in St. Mary's County, Maryland and have dealt in real estate here and feel that I am competent to appraise land values here. I further certify that I know the property described in the attached petition known as "The Parsons Farm" and that I feel that the sum of Forty-five Hundred Dollars ($4500.00) is a fair and adequate price on today's market for said property. I feel that due to the fact of the undivided outstanding interest in said property that it would be impossible to obtain more than this for the property at today's price.

J. L. Weiner

Subscribed and sworn to before me this 11th day of January in the year nineteen hundred and thirty-six.

(N. P.)
(Seal)

G. L. Miles
Notary Public

Filed Janu. 11, 1936.

Order Nisi on Private Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 16th day of January in the year nineteen hundred and thirty-six that the private sale of the real estate made and reported to this Court on January 11th nineteen hundred and thirty-six be ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday of February next, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once each week in four successive weeks, before the said second Monday in February, 1936.

The Report states the purchase price of said real estate to be Forty-five Hundred Dollars ($4500.00).

Jos. M. Mattingly
Clerk.

Filed January 16, 1936.

Bill

The Evening Star Newspaper Co.

Dec. 20, 1935

Wm. Aleck Loker, Atty.
Leonardtown, Md.

Balance of account rendered	
Bill rendered for month of Sept	15.12

The Evening Star
Paid
Jun. 5-, 1936
Newspaper Company
By C. L. Fowler,
Cashier

Aug. 30, 1935

Wm. Aleck Loker - Atty.
Leonardtown, Md.

1935					
					$15.12
Sept. 28	The Farmer	Misc	42	2	12.12

Bill, filed Feby. 20, 1936
Receipt, filed Aug. 12, 1936

1734 N. E.

Certificate of Publication of Order Nisi on Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County Maryland, once a week for 4 successive weeks, prior to the 2nd Monday of February, 1936 and that the first publication appeared in the issue of Jany. 17th, 1936.

Harvey & Heiner,
Publishers
Philip H. Harvey Jr.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 16th day of January, in the year nineteen hundred and thirty-six, that the private sale of the real estate made and reported to this Court on January 11th, 1936, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the second Monday of February next; provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once each week in four successive weeks before the said second Monday of February 1936.

The report states the purchase price of said real estate to be Forty-five Hundred Dollars ($4500.00).

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County Maryland.

True Copy-Test:
Jos. M. Mattingly,
Clerk.

Filed Feby. 21, 1936.

Order of Court finally ratifying sale of Real Estate of Sydney D. Beverley.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this 21st day of February in the year nineteen hundred and thirty-six that the sale of the property mentioned in these proceedings to Sydney D. Beverley as made and reported by John H. T. Briscoe, Philip H. Harvey, Jr., and William Gleck Loker, Trustees, on January 11th, 1936, be finally ratified and confirmed, no cause to the contrary thereof having been shown although the notice required by the Order Nisi heretofore filed in this case appears to have been given as shown by the Certificate of Publication of said Order Nisi hereunto filed.

Wm. Merrell Loker,
Judge.

Filed Feby. 21, 1936.

Trustee's report of sale of "The Home Place etc." and "The Combs Farm" and certificates as to adequacy of price.

To the Honorable, the Judges of said Court:

The petition of John H. T. Briscoe, Philip H. Harvey, Jr., and Wm. Mack Baker, Trustees, respectfully states:
That they are duly appointed trustees to sell the property hereinafter described, by decree passed in this Court on the sixth day of June, 1935; and that on October 1, 1935, between the hours of one and three o'clock in the afternoon, after due notice by publication in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, Maryland, they offered at public auction on the aforesaid date the property hereinafter described, but the highest bid that they were able to obtain for the same was the sum of Eight thousand and twenty-five ($8025.00), which your trustees thought was an inadequate sum for the said property and so they withdrew the same.
That since withdrawing the said property they have negotiated for the sale of the said property and have secured from Corinne D. Beverley an offer of Eight thousand and seventy-five dollars ($8075.00) which your trustees now feel is a fair and adequate price for the said property and the best offer that they can obtain for the same.
That the particular property in question is described as follows:

First: All that tract or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, near the village of Mechanicsville, containing 47 2/3 acres, more or less, and being generally known as "The Home Place of the late George C. Beverley."

Second: All that tract or parcel of land situated on the State road leading from Mechanicsville to Leonardtown, in the Fifth Election District of St. Mary's County, Maryland, and called and known as "Kelly's Luck and Fortune" or "The Combe Farm", containing 167 1/2 acres, more or less.

Your petitioners further report that the said Corinne D. Beverley has paid a deposit of Five hundred dollars ($500.00) to your petitioners as trustees in compliance with the order of the original decree, which your petitioners as trustees have accepted.
Your petitioners herewith file affidavits of two disinterested parties, who are well informed as to land values in St. Mary's County, Maryland, setting forth that, in their opinion, the said offer of Eight thousand and seventy-five dollars ($8075.00) is a fair and adequate price for the said property on to-days market.
Your petitioners therefore pray that said sale may be ratified and confirmed.
And as in duty bound etc.

John H. T. Briscoe,
Philip H. Harvey,
Wm. Mack Baker,

1734 N.E.

State of Maryland, St. Mary's County, to-wit:
I hereby certify that on the 21st day of May, 1936, before me, the Clerk of the Court for St. Mary's County, Maryland, personally appeared John K. G. Briscoe, Philip K. Harsey, Jr., and Wm. Merrell Baker and each made oath in due form of law that the matters and things set forth in the aforegoing petition are true to the best of their knowledge and belief.

(Court) (Seal) Jos. M. Mattingly, Clerk.

Ordered by the Circuit Court for St. Mary's County Maryland, in Equity, this 21 day of May, 1936 that the private sale of the property mentioned in the aforegoing report and petition and described in these proceedings, be ratified and confirmed unless cause to the contrary be shown on or before the time set forth in the usual order nisi.

Wm. Merrell Baker,
Judge.

I hereby certify that I am acquainted with land values in St. Mary's County, Maryland, and feel that I am competent to appraise the value of land in said County and further that I know the property mentioned in the attached petition and report known as "The Home Place of the late George C. Pearcy" and "The Combs Farm", and in my opinion the sum of Eight thousand and seventy-five dollars is a fair and adequate price for the same on todays market.

Gilbert Hilton
Louis F. Abell

Subscribed and sworn to before me this 21st day of May, 1936. Witness my hand and Notarial Seal:

(N.P.) (Seal) M. Catharine Greenwell
Notary Public of the State of Maryland in and for St. Mary's County.

Filed May 20, 1936.

Order Nisi on Private Sale

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 21st day of May, 1936, that the private sale of the real estate known as "The Home ~~Farm~~ Place of the late George C. Pearcy" and the "Combs Farm", situated in the Fifth Election District of St. Mary's County, Maryland, and mentioned and described in these proceedings, numbered 1734 N. E., made and reported to this Court on the 21st day of May, 1936, by John K. G. Briscoe, Philip K. Harsey, Jr., and Wm. Merrell Baker, Trustees, be ratified and confirmed, unless cause to the contrary be shown on or before the Third Monday in June next, provided a copy of this Order be published in some newspaper printed

and published in St. Mary's County, Maryland once each week for four successive issues before the said Third Monday in June, 1936.
The report states that the said real estate sold for $8072.00.

Jos. M. Mattingly,
Clerk.

Filed May 20, 1936.

Certificate of Publication of Order Nisi on Private Sale of Real Estate

In the Circuit Court for St. Mary's County, Maryland in Equity, # 1734 N.E.

This is to certify that the appended Order Nisi on Sale of Real Estate has been published in the St. Mary's County Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 15th day of June, 1936 and that the first publication appeared in the issue of May 22, 1936.

Harvey & Heiner,
Publishers
J. I. Heiner.

Order Nisi is recorded on page 394 of this book.
Filed July 1, 1936.

Order ratifying private sale of real estate

Ordered by the Circuit Court for St. Mary's County, Maryland this 8th day of July, 1936 that the sale of the real estate mentioned and described in the proceedings to Corinne Beverley as made and reported by John W. T. Bridges, Philip W. Harvey, Jr. and William Merrell Loker, Trustees on the 21st day of May 1936 be and the same is hereby 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 heretofore filed in this case as shown by the certificate of publication heretofore filed in the proceedings.

Wm. Merrell Loker,
Judge.

Filed July 9, 1936.

Order referring cause to Auditor

Ordered, this 8th day of August in the year nineteen hundred and thirty-six, by the Circuit Court for St. Mary's County, Maryland, the sales made and reported in the above entitled cause having been finally ratified and confirmed by this Court, that this cause be referred to the Auditor and that the Trustees be allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Wm. Merrell Loker,
Judge.

Filed August 8th, 1936.

1734 N. E.

Bill
The G. P. Abell Co.

The G. P. Abell Company
Baltimore, Md.

71819 Dept. 29, 1935
John W. P. Briscoe
Philip K. Harsey, Jr. &
Wm. Ulick Lobb, Trustees
c/o John W. P. Briscoe, Atty
Leonardtown, Md.

Account Dawn 24 1 Mara. $6.00
Trustee's sale P-366.
Filed Aug. 12, 1936.

Bill
St. Mary's Beacon.

J. W. P. Briscoe, Atty.
1935
Sept. 27 Ad. Trustee Sale Real Estate of
George C. Peverley $7.50
Filed Aug. 12, 1936.

Bill
St. Mary's Enterprise

John W. P. Briscoe et al Trustee
Leonardtown, Md.

Sept. 6, 1935	Adv. Trustee Sale of Peverley	39½ @ 1.50		$29.25
" 13, "	" " " "	39½ @ .75		29.62
" 20 "	" " " "	39½ @ .75		29.62
" 23 "	" " " "	39½ @ .75		29.63
	Order of Nisi			7.50
	" " "			7.50
	" " "			7.50
	Auditors Nisi in advance			7.50
Feb. 21, 1936	Adv. Private sale to May 22, 1936			
	14 weeks at $1.50 figured at			
	3 inches at 50 cents per			21.00
				$199.13

Filed Aug. 12, 1936.

Bill
St. Mary's Enterprise

Mr. John W. P. Briscoe et al Trustees
Estate of George C. Peverley

Sept. 6, 1935	Adv. Trustee sale	39½ @ $1.50		$29.25
" 13, "	" " "	39½ @ .75		29.62
" 20, "	" " "	39½ @ .75		29.62
" 21, "	" " "	39½ @ .75		29.62
Oct. 25 "	Nisi on $225.00 Sale			7.50

Jan. 17 1936 Nisi on $4500 Sale $7.50
$163.14

Filed Feby. 20, 1936.

Bill
Co. Md. Ins. Agency
Leonardtown, Maryland
Aug. 11, 1936.

John H. T. Briscoe, et al, Trustees,
(Beverley case — 1734 N. E.)

To
The Southern Maryland Insurance Agency, Dr.

1935
Sept. 30 To Premium Trustees' Bond, U. B. Co. # 589078 160.00

Filed Aug. 12, 1936.

Tax Bills (9)
1932-33-34-35

No. 512
Mr. George C. Beverley 4 District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1932 Due September 1, 1932
To County Tax on $15332 rate $1.49 on $100. $228.45
To State Tax on $ " rate 25 cents on $100. 38.32
To 5 per cent commission on State Tax 1.92
To interest on County Tax from Sept. 1, 1932 19.40
To interest on State Tax from Sept. 1, 1932 9.97
Paid Dec. 16, 1936 .20
$338.27

Received Payment,

Jas. B. Drury
County Treasurer,
St. Mary's County.

No. 493
Mr. Geo. C. Beverley Fifth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1932 Due September 1, 1932
To County Tax on $13632 rate $1.49 on $100. $203.17
To State Tax on $ " rate 25 cents on $100. 34.09
To 5 per cent commission on State Tax 1.71
To interest on County Tax from Sept. 1, 1932 12.82
To interest on State Tax from Sept. 1, 1932 8.86
Paid Dec. 16, 1936 .20
$301.16

Received Payment,

Jas. B. Drury.
County Treasurer.
St. Mary's County.

No. 454
Mr. Geo. C. Beverley Est. 4 District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1932 Due September 1, 1932

1734 N. E.

To County Tax on $ 15-332 rate 94c on $100 — $144.13
To State Tax on $ " rate 25c on $100. — 38.33
To 5 per cent commission on State Tax — 1.92
To interest on County Tax from Sept. 1, 1933 — 28.82
To interest on State Tax from Sept. 1, 1933. — 7.67
— .50
Paid Dec. 16, 1936 — $221.38

Received Payment.

Jas. B. Khury,
County Treasurer,
St. Mary's County.

No. 401
Mr. George C. Beverley, Est. — 5 District
To Joseph B. Khury, County Treasurer, Dr.
Taxes for year 1933 Due September 1, 1933
To County Tax on $1363 5 rate 94c on $100 — 128.17
To State Tax on $ " rate 25c on $100 — 34.09
To 5 per cent commission on State Tax — 1.71
To interest on County Tax from Sept. 1, 1933 — 25.64
To interest on State Tax from Sept. 1, 1933 — 6.82
— .50
Paid Dec. 16, 1936 — $196.93

Received Payment,

Jas. B. Khury,
County Treasurer,
St. Mary's County.

No. 200
Mr. Geo. C. Beverley, Est. — 4 District
To Joseph B. Khury, County Treasurer, Dr.
Taxes for year 1934 Due September 1, 1934
To County Tax on $ 15-332 rate 92c on $100 — $141.06
To State Tax on $ " rate 22c on $100 — 33.74
To 5 per cent commission on State Tax — 1.69
To interest on County Tax from Sept. 1, 1934 — 19.75
To interest on State Tax from Sept. 1, 1934 — 4.73
— .50
Paid Dec. 16, 1936 — $201.47

Received Payment

Jas. B. Khury,
County Treasurer
St. Mary's County.

No. 199
Mr. Geo. C. Beverley — 5 District
To Joseph B. Khury, County Treasurer, Dr.
Taxes for year 1934 Due September 1, 1934
To County Tax on $ 1363 5 rate 92c on $100 — $125.45
To State Tax on $ " rate 22c on $100 — 30.00
To 5 per cent commission on State Tax — 1.50
To interest on County Tax from Sept. 1, 1934 — 17.27
To interest on State Tax from Sept. 1, 1934 — 4.10
— .50
Paid Dec. 16, 1936 — $180.12

Received Payment,

Joseph B. Khury,
County Treasurer St. Mary's County

No. 198
Mr. Geo. V. Beverley — 5th District
To Joseph B. Henry, County Treasurer, Dr.
Taxes for year 1934 — Due September 1, 1934

To County Tax on $3158 rate 92c on $100	$29.06
To State Tax on $ " rate 22c on $100	6.95
To 5 per cent commission on State Tax	.35
To interest on County Tax from Sept. 1, 1934	4.07
To interest on State Tax from Sept. 1, 1934	.98
	.50
Paid Dec. 16, 1936	$41.91

Received Payment.
Jos. B. Henry,
County Treasurer,
St. Marys County.

No. 172
Mr. Geo. C. Beverley, Est. — Fourth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 — Due September 1, 1935

To County Tax on $ 15332 rate $1.00 on $100	$153.32
To State Tax on $ " rate 220 on $100	33 74
To 5 per cent commission on State Tax	1.69
To interest on County Tax from Sept. 1, 1935	12.27
To interest on State Tax from Sept. 1, 1935	2.70
Paid Dec. 16, 1936	$203.72

Received Payment
Harrison Hobbs,
County Treasurer,
St. Marys County.

No. 240
Mr. Geo. C. Beverley — Fifth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 — Due September 1, 1935

To County Tax on $ 16792 rate $1.00 on $100.	$167.92
To State Tax on $ " rate 220 on $100.	36.95
To 5 per cent commission on State Tax	1.85
To interest on County Tax from Sept. 1, 1935	13.44
To interest on State Tax from Sept. 1, 1935	2.96
Paid Dec. 16, 1936	$223.13

Received Payment.
Harrison Hobbs,
County Treasurer,
St. Marys County.

Filed Aug. 12, 1936

Two Tax Bills
Ye. 1936

No. 118
Mr. Geo. C. Beverley, Est. — Fifth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1936 — Due September 1, 1936.

1734 N. E.

To County Tax on $12-298 rate $1.00 on $100	$12-2.88
To State Tax on $ " rate 22c on $100	32.64
To 5- per cent commission on State Tax	1.69
To interest on ~~County~~ Tax from Sept. 1, 1936	3.06
To interest on State Tax from Sept. 1, 1936.	.68
	$191.95
Paid 12/16/36 Estate Part. Co.	120.57
	71.38

Received Payment. Sydney E Peverley Bal

No. 96

Mr. Geo. C. Peverley, Est. Fourth District

To Harrison Hobbs, County Treasurer, Dr.

Taxes for year 1936 Due September 1, 1936

To County Tax on $11-75- rate $1.00 on $100	$11-.75-
To State Tax on $ " rate 22c on $100	20:37
To 5- per cent commission on State Tax	1.27
To interest on County Tax from Sept. 1 1936	2.32
To interest on State Tax from Sept. 1, 1936	.51
	$14-.22

Filed Aug. 20, 1936.

Bill

Co. Md. Ins Agency.

Leonardtown, Maryland.
Aug. 12, 1936.

Helen P. Peverley, et al, and John W. G. Briscoe, et al, Trustees,
(Parsons Farm).

To The Southern Maryland Insurance Agency. Dr.

1936

Aug. 12 To earned premium on policies London #12-78 and State of Penn. #2-967. 24 60

Filed Aug. 20, 1936.

Bill

Co. Md. Ins Agency, Crem. of Bond.

Leonardtown, Maryland,
Sep. 30, 1936.

John W. T. Briscoe, Philip H. Harvey, Jr. and Wm. Mack Loker, Trustees, (1734 N. E.)
(Peverley)

To The Southern Maryland Insurance Agency Dr.

1936

Sep. 30 To renewal of Trustee's Bond 64 00
(American Bonding Co. #589078.)

Filed Nov. 2, 1936

Certified Copy of First and Final Account in Estate of George C. Peverley, Deceased.

In the Orphans' Court for St. Mary's County, Maryland.

In the matter of the Estate of George C. Peverley, deceased.

The first and final account of Sydney D. Penerley and Helen P. Penerley, Executors of the Estate of George C. Penerley.
These accountants charge themselves with the amount of
inventory returned $2749.70
And with sale of silo 20.00
U.S. Crop reduction check 23.22
Whole amount of estate $2792.92

And they crave allowance for the following payments and disbursements:
Loss on sales $398.25
Elmer Jarboe funeral expenses 495.00
Taxes 437.19
Medical expenses last illness 50.00
Joseph M. Mattingly, Clerk, recording and stamps unrecorded
deed from Estate G. C. Penerley 5.50
Co. Md. Real Estate and Insurance Agency for fire
insurance 56.30
R. H. Rotharon, Agt., Fire Insurance 79.95
Harry Buckler, his share wheat reduction 37.00
Edward Lee, thrashing wheat 2.72
R. H. Rotharon, Agt., Insurance 18.10
Joseph M Mattingly, for levy on tobacco 291.52
Co. Md. Real estate and Insurance Agency 15.00
Fertilizer 221.96
Guy Bros. Fertilizer 15.00
R. H. Rotharon, Agent, Insurance 79.98
James Latham, Auctioneer at sale 5.00
J. F. Adams, Clerk 5.00
Turner Burroughs, labor arranging for sale 1.00
Check tax .50
St. Mary's Enterprise Notice to creditors 12.00
St. Mary's Enterprise Advertising sale 6.00
Addie C. Maddox, Register of Wills, her fee 30.00
Helen P. Penerley, widows allowance 1250.00
Philip H. Harvey Jr., Attorney, his fee 200.00
Ida Payne, to apply on her judgment 90.16

These accountants commission on the whole of the
personal estate of the decedent accounted for
at the rate of ten per cent less 1% 215.52
1% State tax 23.94
Whole amount of disbursements 2792.92

Summary
Whole amount of estate $2394.67
Amount of payments and disbursements 2394.67

Sydney D. Penerley
Helen P. Penerley

1734 N. E.

State of Maryland, St. Marys County, to wit:
On this 14th day of October 1936, came Sydney D. Peverley and Helen P. Peverley, Executrix of George C. Peverley, deceased, and made oath in due form of law that the aforegoing account is just and true as stated and that they have paid or secured the payment of every sum or sum for which they crave an allowance, which after examination is passed by order of the Orphans' Court.
Test:
Addie C. Maddox
Register of Wills

W. C. Mattingley
Adam J. Wilde.

Saint Marys County, To Wit:
The 13th day of October 1936, then came Sydney D. Peverley and Helen P. Peverley Executors of George C. Peverley late of Saint Marys County, deceased, and made oath in due form of law that the within and foregoing account as stated is just and true, and that they hath bona fide, paid or secured to be paid, the particular sum for which they claim an allowance. Which, thereupon, after due examination, is passed by the Orphans' Court for Saint Marys County. This 13th day of Oct. 1936.
Certified by

Addie C. Maddox,
Register of Wills for
St. Marys County.

State of Maryland, St. Marys County, S.S.
I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Marys County, do hereby certify that the aforegoing is a true and just copy of the First and Final Account of the Estate of George C. Peverley late of said County, deceased, as taken from Original Account in Liber A. C. N. J. No. 1, Folio 440 and now kept in the Office of Register of Wills for St. Marys County.
In Testimony whereof, I hereunto subscribe my hand and affix the Seal of said Court and Office, this 10th day of November in the year of our Lord nineteen hundred and thirty-six.

Addie C. Maddox,
Register of Wills for
St. Marys County,
Maryland

(Orphans')
(Court Seal)

Filed Nov. 11, 1936

Bill
Addie C. Maddox Reg. of Wills
Mr. Wm. Aleck Loker, Atty.
To Addie C. Maddox, Register, Dr

1936
Nov. 10th To Certified Copy of First and Final Acct. in Estate of George C. Pemberton, Deceased. $1.50.

Filed Nov. 11, 1936.

Auditor's Report

In account with John H. T. Briscoe, Philip H. Harvey, Jr. and Wm. Aleck Loker, Trustees.

By proceeds from sale, per their report $14,825.00

To amount due Jos. M. Mattingly, Clerk, his fee		$ 60.00
" " " Jos. M. Mattingly, Clerk, copies		28.40
" " " John H. T. Briscoe, Plff. Attorney		15.00
" " " Estate of B. H. Camalier, Plff. Atty.		15.00
" " " Philip H. Harvey Jr. Plff. Attorney		10.00
" " " John H. T. Briscoe, Philip H. Harvey, Jr. and Wm. Aleck Loker, Trustees Commis.		889.50
" " " Addie C. Maddox, Reg. of Wills, copies		5.25
" " " St. Mary's Beacon, Advertising		7.50
" " " St. Mary's Enterprise, Advertising		199.13
" " " The U. F. Udell Co., Advertising		6.00
" " " The Evening Star Newspaper Co. Adv.		15.12
" " " Co. Md. Ins. Agency, Prem. on Bond		244.00
" " " Charles P. Udell, Auctioneer		10.00
" " " Aloysius F. King, Auditor, his fee		16.00
To amount distributable to taxes, etc.		13,322.10
	$14,825.00	$14,825.00

By amount for taxes, etc., ut supra $13,322.10

To amount due Jos. B. Drury, Co. Treas. Taxes, 1932		$ 639.72
" " " Jos. B. Drury, Co. Treas. " 1933		418.31
" " " Jos. B. Drury, Co. Treas. " 1934		422.50
" " " Harrison Hobbs, Co. Treas. " 1935		426.85
" " " Harrison Hobbs, Co. Treas. " 1936		120.27
" " " Co. Md. Ins. Agency, Insurance		24.60
To amount distributable to Liens		11,268.54
	$13,322.10	$13,322.10

By amount distributable to Liens, ut supra $11,268.54

To amount due Ida L. Payne, First Judgment Lien Parsons Farm, in Full	$2,522.00
" " " County Corporation of Maryland, Mtge. Lien, Aquilla Beauchamp Farm to apply on Mtg. $2,666.67 (Net Proceeds this Farm)	1,577.21
" " " County Corporation of Maryland, Mtge. Lien, Home Place to apply on Mtg. $6,000.00 (Net Proceeds this Property)	6,127.81
" " " County Corporation of Maryland, Judgment $7,010.25 First General Lien Ct. Paymt.	937.72

1734 N.E.

To amount due John H. T. Briscoe, Atty. Com. re above ____ $ 93.77

$11,268.5-4 $11,268.54

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first, charging the Trustees with the proceeds from sales, per their report, and, after crediting them with their costs and expenses and taxes due, the net balance is distributed to the Heirs of the deceased, as their interests appear.

All of which is respectfully submitted.

November 17, 1936.

Wm. F. King.
Auditor.

Filed Nov. 18" 1936.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this 18th day of November in the year 1936, that the report of the Auditor made, stated and filed in the above entitled Case be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday in December, 1936 provided a copy of this Order be published in some newspaper printed and published in St. Mary's County Maryland, once in each of four successive weeks before said second Monday in December, 1936.

Jos. M. Mattingly,
Clerk of the Circuit Court
St. Mary's County
Maryland.

Filed Nov. 18" 1936.

Certificate of Publication of Order Nisi on Auditor's Report

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks, prior to the 14 day of Dec., 1936 and that the first publication appeared in the issue of Nov. 20, 1936.

Harvey & Weiner,
Publishers.
Ike Weiner.

For Order Nisi on Auditor's Report see above. (page 404 of this book).
Filed Dec. 15, 1936.

Order of Final Ratification of Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this fifteenth day of December in the year

nineteen hundred and thirty-six that the report of the Auditor made, stated and filed in the above entitled case be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as shown by the Certificate of the Publication of the Order Nisi heretofore filed in this Case.

Wm. Mowell Loker,
Judge.

Filed Dec. 15, 1936.

Report of Private Sale of Real Estate with affidavits and Order of Court thereon

To the Honorable the Judges of the said Court:

The petition of John H. T. Bryson, Philip H. Harvey, Jr. and William Aldeck Loker, Trustees, respectfully states:

That they were duly appointed trustees to sell the property hereinafter described by the decree passed in this Court on the Sixth day of June, nineteen hundred and thirty-five; and that on October 1, 1935, between the hours of one and three o'clock in the afternoon after due notice by publication in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, Maryland, they offered at public auction on the aforesaid date the property hereinafter described for sale, but the highest bid that they were able to obtain for same was the sum of Forty-three Hundred and Fifty Dollars ($4350.00), which your Trustees felt was an inadequate sum for said property and withdrew the same.

Since withdrawing said property they have negotiated for the sale of same and have been able to secure from the County Corporation of Maryland an offer of Five Thousand Dollars ($5000.00), which your Trustees feel is a fair and adequate price for said land, and they have been unable to secure a better offer than this for said property, although they have exerted their best efforts to do so.

Said property is described as follows: All that tract or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, containing 833 acres, more or less, being called and known as "Path of Stephens Land" and Long Looked For Come at Last" and being all and the same land described in deed from Beverley Woodall, et. al., to George C. Beverley, dated May 11, 1934, in Liber J. M. M. No. 9, Folio 80, one of the Land Records of St. Mary's County, Maryland. This tract or parcel of land is almost entirely wooded, there being practically no arable land comprised within said tract.

Your petitioners herewith file affidavits of two disinterested persons who are informed as to the value of real estate in St. Mary's County, setting forth that in their opinion said offer of Five Thousand Dollars ($5,000.00) is a fair and adequate price for said property on today's market.

Your petitioners further report that the said County Corporation of Maryland has paid a deposit of Four Hundred Dollars ($400.00) to your Trustee, which your Trustees have accepted.

Your petitioners, therefore, pray that said sale may be ratified and confirmed.

John H. T. Briscoe
Philip H. Harvey, Jr.
Wm. Ulric Lakin
Trustees.

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 2d day of September, 1934, before me the subscriber, Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared John H. T. Briscoe, Philip H. Harvey, Jr. and William Ulric Lakin, Trustees, and made oath in due form of law that the foregoing petition and report of sale is true to the best of their knowledge and belief.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

State of Maryland, Saint Mary's County, to wit:

I Hereby certify that I am acquainted with land values in St. Mary's County, Maryland, and have dealt in real estate here and feel that I am competent to appraise land values here.

I further certify that I know the property described in the attached petition known as "Part of Stephens Land" and "Long Looked For Come At Last," situate in Fifth Election District of St. Mary's County, Maryland, containing 8 23 acres, more or less, and being the same land described in deed from Justice Beverley Marshall, et al., to George C. Greenley, dated May 11, 1934, and recorded in Liber J. M. M. No. 9, Folio 80, one of the Land Records of St. Mary's County, Maryland, and that I feel that the sum of Five Thousand Dollars ($5,000.00) is a fair and adequate price on today's market for said property.

Louis F. Abell.

Subscribed and sworn to before me, this 2nd day of September in the year nineteen hundred and thirty-seven.

(N. P.)
(Seal)

C. Benedict Greenwell
Notary Public.

State of Maryland, Saint Mary's County, to wit:

I hereby certify that I am acquainted with land values in St. Mary's County, Maryland, and have dealt in real estate here and feel that I am competent to appraise land values here

I further certify that I know the property described in the attached petition known as "Part of Stephens Land" and "Long Looked For Come At Last", situate in Fifth Election District of St. Mary's County, Maryland, containing 8 3 3 acres, more or less, and being the same land described in deed from Justine Peverley Woodall, et al., to George C. Peverley, dated May 11, 1934 and recorded in Liber J. M. M. No. 9 Folio 80, one of the Land Records of St. Mary's County, Maryland, and that I feel that the sum of Five Thousand Dollars ($5,000.00) is a fair and adequate price on today's market for said property.

Gilbert Dent

Subscribed and sworn to before me this 2nd day of September in the year nineteen hundred and thirty-seven.

(N.P.) C. Benedict Greenwell
(Seal) Notary Public.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 2nd day of September, 1937, that the private sale of the property described in the foregoing petition be ratified and confirmed unless cause to the contrary be shown on or before the time set forth in the recital Order Nisi.

Wm. Merrell Baker,
Judge.

Filed Sept. 2, 1937.

Order Nisi on Private Sale of Real Estate.

Ordered by the Circuit Court for Saint Mary's County, Maryland, in equity, this 2d day of September in the year nineteen hundred and thirty-seven.

That the report of the sale of real estate made by John H. T. Briscoe, Philip H. Marsey, Jr., and William Allen Baker, Trustees, in the above entitled cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the fourth Monday of September, 1937, provided a copy of this order be printed and published in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks prior to said fourth Monday in September, 1937.

The Report of Sale shows that said real estate was sold for Five Thousand Dollars. ($5,000.00).

1739 N. E.

Jos. M. Mattingly,
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed Sept. 2, 1937.

Certificate of Publication of Order Nisi on Sale of Real Estate.

In the Circuit Court for St. Mary's County, Maryland

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland once a week for 4 successive weeks, prior to the 4th Monday of September, 1937 and that the first publication appeared in the issue of Sept 2d, 1937.

Philip W. Harvey Jr.
Publisher.

For "Order Nisi on Sale of Real Estate" see "Order Nisi on Private Sale of Real Estate" recorded on page 407 of this book.

Filed Oct. 4, 1937.

Order of final Ratification of sale of Real Estate and reference to Auditor.

Ordered by the Circuit Court for Saint Mary's County Maryland, in Equity, this 4th. day of October in the year 1937, that the report of sale of real estate made by John W. T. Briscoe, Philip W. Harvey, Jr., and Wm. Merrell Laker, Trustees, in the above entitled case, on September 2d., 1937, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given, as shown by the Certificate of publication of the order nisi on said sale, heretofore filed in this Court. And the papers in this case are hereby referred to the Auditor of this Court in order that he may state an account between said Trustees and those interested in the proceeds of said sale.

Wm. Merrell Laker,
Judge.

Filed Oct. 2, 1937.

Petition to Reduce Amount of Bond and Order of Court thereon.

To the Honorable Judges of said Court:

The petition of John W. T. Briscoe, Philip W. Harvey, and Wm. Merrell Laker, Trustee appointed in the proceedings in the above entitled case respectfully shows:

First, That in pursuance of the Decree of your Honors authorizing and empowering your petitioners to sell the real estate of the said George C. Bowerly, your petitioners

have sold all of the real estate therein mentioned, and have duly accounted for and distributed the proceeds received therefrom, except for the sum of Five thousand dollars ($5000.00) which is the purchase price of the tract or tracts of woodland containing 833 acres, more or less, called and known as "Part of Stephens Land" and "Long Looked For Come at Last" and situate lying and being in the Fifth Election District of St. Mary's County, Maryland, and recently sold by your petitioners to the County Corporation of Maryland, and upon which a deposit of four hundred dollars has been received by your petitioners, all of which will more fully appear in the above mentioned proceedings.

Second, That in accordance with an order of your Honors your petitioners have heretofore filed in the aforesaid cause a bond in the amount of Twenty thousand dollars ($20000.00) which is still in effect but which, in the opinion of your petitioners, is more than adequate to secure the balance of the proceeds of the aforesaid sales in hand and to be received by your petitioners, and as your petitioners are desirous of saving the premium upon the said bond heretofore filed, which now must be renewed, over and above such amount as your Honors deem adequate to secure the proceeds from the sale of the above described tracts of woodland containing 833 acres, more or less, and recently sold as above set forth for the sum of Five thousand Dollars ($5000.00).

Your Petitioners, therefor, pray your Honors to pass an order in the premises reducing the amount of the bond in said cause to the sum of Five Thousand dollars ($5000.00).

Respectfully submitted:

John W. T. Briscoe
Philip K. Hersey Jr.
Wm. Mark Laker
Petitioners.

Upon the aforegoing petition it is ordered this 16th day of October in the year Nineteen hundred and thirty seven, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the amount of the bond heretofore filed in this case by the above named petitioners as trustees be and the same is hereby reduced to the sum of Five thousand dollars ($5000.00).

Wm. Meverell Laker,
Judge.

Filed Oct. 18, 1937.

1734 N. E.

Bill - Ro. Md. Ins. Agency

Leonardtown, Maryland
Oct. 19, 1937.

Briscoe, Harvey and Laker, Trustees, Beverley Estate No. 1734
To The Southern Maryland Insurance Agency Dr.
1937 Sep. 30 To renewal premium on Trustees' Bond 20.00
Filed Oct. 19, 1937.

Tax Bill - 1937.

No 22-2
Mr. Geo. C. Beverley Fifth District
To Harrison Hebbe, County Treasurer, Dr.
Taxes for year 1937 Due September 1, 1937
To County Tax on $2-998 rate $1.05 on $100. $62.98
To State Tax on $ " rate 22½c on $100 13.35
76.33
To interest on County Tax from Sept. 1, 1937 .92
To interest on State Tax from Sept. 1, 1937 .22
77.50

Paid Nov. 23, 1937

Received Payment
Harrison Hebbe
County Treasurer St. Mary's County

Filed Oct. 21, 1937.

Second Auditor's Report

In account with John W. T. Briscoe, Philip H. Harvey, Jr. and Wm. Ulrich Laker, Trustees.

By proceeds from sale, per their report $5000.00

To amount due Jas. M. Mattingly, Clerk, his fees $ 6.25
" " " John W. T. Briscoe, Philip H. Harvey, Jr. and Wm. Ulrich Laker, Trustees, commis 300.00
" " " Ro. Md. Ins. Agency, Prem. on Bond 20.00
" " " St. Mary's Enterprise, Advertising 12.00
" " " Harrison Hebbe, Co. Treas. 1937 Taxes to Sept. 1, 1937. 1.67
" " " Marjorie T. King, Auditor, his fee 9.00
" balance distributable to creditors 4,597.83
$5,000.00 $5000.00

By amount distributable to creditors, ut supra $4,597.83
To amount due County Corporation of Maryland, Judgment Lien on judgment of $7,010.50, record partial payment $4,179.86
" " " John W. T. Briscoe, Atty. Com. on above 417.97
$4,597.83 $4,597.83

To the Honorable the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from has stated the within account, first, charging the trustees

with the proceeds from sale, and, after crediting them with their Commissions, costs and taxes, the net balance is distributed to County Corporation of Maryland, judgment liens under first general lien.

All of which is respectfully submitted,

Alay. F. Key,
Auditor.

Filed Oct. 27, 1937

Order Nisi on Auditor's Report

Ordered by the Court Court for St. Mary's County, Maryland, this 28th day of October, 1937, that the report of the Auditor, made, stated and filed in the above entitled case, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th Monday of November, 1937, provided a copy of this Order be published in some newspaper printed in St. Mary's County, Maryland, once in each of four successive weeks before the said 4th Monday of November, 1937.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Oct. 28, 1937.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks prior to the 4th Monday of November, 1937 and that the first publication appeared in the issue of October 29th, 1937.

Philip H. Harvey, Jr.,
Publisher

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded next preceding to the "Certificate of Publication of Order Nisi on Auditor's Report."

Filed Nov. 23, 1937.

410-B. 1734 N.E.

Order of final Ratification of Auditor's Report

Ordered by the Circuit Court for Saint Mary's County, Maryland, in Equity, this 23rd Day of November, 1937, that the report of the Auditor, made, stated and filed in the above entitled case be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given, as shown by the Certificate of publication of the order nisi on said audit heretofore filed in this case.

Wm. Meverell Loker,
Judge.

Filed Nov. 23, 1937

Ex Parte
In the Matter of
Genevieve T. Kennard
Lunatic

In the Circuit Court No. 2 of
Baltimore City.
Docket 22 A. No. 14180-A
Folio 372.

To The Honorable, The Judge Of Said Court.

The Petition of Mary M. Kennard, of Baltimore City, respectfully represents:

I

That her sister, Genevieve T. Kennard, whose home is with your Petitioner at No. 2322 North Calvert Street, in the City of Baltimore, is now and has been for more than a year past, of unsound mind, and that she is not capable of the government of herself or the management of her estate.

II

That the said Genevieve T. Kennard is at present confined in the Alfred Gundry Sanitarium in Baltimore County, and your Petitioner files herewith the Affidavit of Dr. Alfred Gundry, the physician in charge of said institution, deposing to the insanity of the said Genevieve T. Kennard, and also the Affidavit of Dr. William T. Watson, her family physician.

Before her confinement in the above institution, the said Genevieve T. Kennard was confined in the Sheppard-Pratt Hospital, in Baltimore County, and your Petitioner also files herewith the Affidavit of Dr. Ross McC. Chapman, Superintendent of said Sheppard-Pratt Hospital, deposing to her mental condition while confined in said institution.

III

That the said Genevieve T. Kennard is the owner of a small amount of personal estate and of a one-half interest as tenant in common in and to the leasehold property No. 2322 North Calvert Street, in the City of Baltimore, and that she is also the owner of an undivided one-sixth interest in a farm in St. Mary's County, Maryland, as one of the heirs at law and next of kin of her Grandmother, Mary A. Kirwan, deceased, late of the City of Baltimore; that the value of her interest in said leasehold property is about $25.00, and that the value of her interest in said farm is about $2.00, aggregating about $3,000; and that there is no one legally authorized to represent her in the management of the same as to apply the rents and income therefrom to her use and support, and that it is necessary for her protection that some suitable person be appointed Committee of her person and estate.

IV

That said Genevieve T. Kennard is now confined as a patient in the Alfred Gundry Sanitarium as aforesaid and your Petitioner is advised that by reason of her mental condition and the danger of aggravating the same, the said Genevieve T. Kennard cannot safely appear before a jury to be impanelled

for the purpose of determining her sanity as will more fully appear by reference to the Affidavit of Dr. Alfred Gundry Dr. Williams D. Watson and Dr. Roys McC. Chapman hereto-fore referred to, and prayed to be taken as part hereof. Wherefore your Petitioner prays:

1. That a commission be issued to the Sheriff of Baltimore City to inquire into the lunacy of said Genevieve T. Kennard.

2. That a Writ of Subpoena is issued and addressed to said Genevieve T. Kennard at said Alfred Gundry Sanitarium, in Baltimore County, and that she be notified of the issuance of said Commission.

3. That the presence of said Genevieve T. Kennard be dispensed with at the Hearing of the inquisition.

4. And for such other and further Relief as her case may require.

And as in duty etc.,

R. E. Lee Hall
Solicitor for Petitioner

Mary M. Kennard
Petitioner

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, by Mary M. Kennard the above named Petitioner, this 26th day of October, 1923.

Witness my hand and Notarial Seal.

R. Irvin Hall,
Notary Public

(Seal)

State of Maryland, City of Baltimore, To wit:

I hereby certify that on this 19th day of October, 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Dr. Alfred Gundry, physician in charge of the Alfred Gundry Sanitarium, and made oath in due form of law, that Genevieve T. Kennard is now and has been since on or about the 21st day of July, 1923, an inmate of the Insane Department of said Institution; that she is of unsound mind and incapable of governing herself or of managing her estate; and that by reason of her said mental condition and the danger of aggravating the same by any exciting cause the said Genevieve T. Kennard should not be required to appear in Court or to be subjected to any other exciting influence.

As witness my hand and Notarial Seal.

John H. Hamer,
Notary Public

(Seal)

State of Maryland, City of Baltimore, To Wit:

I hereby certify that on this 20th day of October, 1923, before me, the subscriber, a Notary Public of the State of

Maryland, in and for the City of Baltimore aforesaid, personally appeared Dr. William T. Watson, who made oath in due form of law that he has been the attending physician of Genevieve T. Kennard for about three years past and that he is satisfied from his personal observation and attendance that the said Genevieve T. Kennard is of unsound mind, and incapable of the government of herself or the management of her estate; and that in his opinion it would be prejudicial to her mental condition and general welfare should she be required to appear before a Sheriff's Jury, and he recommends that she be not required to appear before said Jury.

Witness my hand and Notarial Seal.

Alice Perrin,
Notary Public.

(Seal)

State of Maryland, County of Baltimore, To Wit:

I hereby certify that on this 19 th day of October, 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Dr. Ross McC. Chapman, Superintendent and Physician in charge of the Sheppard Pratt Hospital, and made oath in due form of law that Genevieve T. Kennard was a patient in said Institution from about the 10th day of August, 1922, to about the 21st day of July, 1923, under treatment for her mental condition, and that she was hopelessly insane and was discharged from said Institution because of her incurable insanity; and that in his opinion she was totally incapable of governing herself or of managing her affairs, when discharged from said Institution.

Witness my hand and Notarial Seal.

Jno. N. Jones,
Notary Public.

(Seal)

Order

Upon the foregoing Petition and Affidavits it is on this 24 th day of October, 1923, by the Circuit Court No. 2 of Baltimore City, Ordered, that a Commission and Subpoena be issued as prayed, and that the Sheriff of Baltimore City notify the said Genevieve T. Kennard of the issuance of said Commission, and that the presence of said Genevieve T. Kennard at the hearing before said Commission be and the same is hereby dispensed with.

Duke Bond.

Decree

The return of the Inquisition taken by the Sheriff of Baltimore City, in the State of Maryland, in the above cause having been submitted for confirmation, and said return and the other proceedings having been read and considered;

It is Thereupon, This, 3 day of November 1923, by the

Circuit Court No. 2 of Baltimore City, Adjudged, Ordered and Decreed that the said Inquisition be and it is hereby confirmed.

And it is Further Adjudged, Ordered and Decreed, That Mary M. Kennard be and she is hereby appointed Committee of the person and estate of the said Genevieve T. Kennard with full power and authority to take charge of, manage the property and to assume the control of the person of the said Genevieve T. Kennard, under the direction of this Court; but before the said Mary M. Kennard shall proceed to act as such Committee he shall give a corporate Bond to the State of Maryland in the penalty of Three Thousand Dollars with a Surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Committee.

Heuke Bond.

To The Honorable, The Judge Of said Court:

Your petitioner respectfully shows that on the 26th day of October, 1923, she filed a petition in the Circuit Court No. 2 of Baltimore City for a writ de lunatico inquirendo directed and that thereafter to wit: on the 9th day of November, 1923, an inquisition was issued and returned, on which this Honorable Court passed a decree confirming said inquisition and appointing your petitioner, Mary M. Kennard committee of the person and estate of the aforesaid Genevieve T. Kennard, lunatic. And that thereafter your petitioner filed a bond, which was approved.

Your petitioner further shows, that the aforesaid Genevieve T. Kennard, lunatic, is entitled to a one-sixth share in the intestate estate of Mary A. Skirven, deceased, her grandmother on the paternal side, and

That the estate of the said Mary A. Skirven, deceased, consists of a farm located in St. Mary's County, State of Maryland.

That your petitioner is reliably informed and believes that the value of said farm is about Eight thousand five hundred Dollars ($8500.00) and files herewith as exhibits "A" "B" and "C", the affidavits of three reliable persons, skilled in the valuation of real estate, particularly in the location of the said farm, viz: St. Mary's County, State of Maryland. Said exhibits are filed herewith and prayed to be taken as a part hereof.

That your petitioner believes that the sale of the aforesaid farm is and will be to the best interest of the said Genevieve T. Kennard, lunatic, and that the aforesaid sale is necessary for the support and maintenance of said lunatic.

That the aforesaid farm is now subject to the following liens to wit: a mortgage of Fifteen hundred Dollars ($1500.00)

and a claim duly passed and approved by the Orphans' Court of Baltimore City for Three thousand one hundred and forty-one Dollars ($3141.00).

That an offer to purchase the said farm at the aforesaid valuation of Eight-five hundred Dollars ($8500.00) has been made and that after payment of the prior existing liens aforesaid, one-sixth the remaining sum of money is to be distributed to your Petitioner as the committee of the person and estate of the said Genevieve T. Kennard, lunatic.

To The End Therefore:

That this Honorable Court pass an Order permitting your petitioner as the committee of the person and estate of Genevieve T. Kennard, lunatic, to grant, bargain, sell and convey all of the right, title and interest in and to the aforesaid farm of the said Genevieve T. Kennard, lunatic, at and for the said price in money aforesaid.

Thomas H. Skipper,
Solicitor for Petitioner

Mary M. Kennard

State of Maryland, Baltimore City, to wit:

On this 28th day of August, 1924, before me, the subscriber, a Notary Public of the State of Maryland, in the City aforesaid, personally appeared Mary M. Kennard, Committee of the person and estate of Genevieve T. Kennard and made oath in due form of law that the aforegoing matters and facts stated in the aforegoing petition are true to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

Rebecca Cohen,
Notary Public.

(Seal)

Order Of Court

The aforegoing petition having been read and considered, it is on this 29th day of August, 1924, by the Circuit Court No. 2 of Baltimore City, Ordered and Decreed that Mary M. Kennard, duly appointed Committee of the person and estate of Genevieve T. Kennard, lunatic, be, and she is hereby empowered to bargain, sell and convey and sign any and all papers requisite to the sale of all the right, title and interest of the said Genevieve T. Kennard, lunatic, in and to the aforesaid farm mentioned in these proceedings; said sale to be for not less than the value thereof as appraised by Claude E. Guy, Herein James R. Duke and A. J. Dennison.

Eli Frank,
Judge of said Court.

I, Claude E. Guy of St. Marys County, State of Maryland, do hereby certify that I have been dealing in real estate for 20 years and that I am familiary with the value of land in the said County, made particularly in the third Election

District, wherein the farm formerly owned by Mary A. Skirven deceased, and known as the Harrison Farm is located and from my knowledge of said farm and the value of land in the neighborhood taking into consideration the location of said farm as well as the improvements thereon, it is my belief that Eighty five hundred Dollars ($8500.00) is a fair and adequate purchase price for the said farm.

Claude E. Guy

State of Maryland, St. Marys County, ss

On this 25th day of July, 1924, before me the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Claude E. Guy the person named in the aforegoing Certificate to me well known and that he is a credible person, and made oath in due form of law that the statements and facts in the aforegoing certificate are true to the best of his knowledge and belief.

As Witness my Hand and Notarial Seal.

B. Kennedy Abell
Notary Public.

(Seal)

I, A citizen, of St. Marys County, State of Maryland, do hereby certify that I am familiar with the value of land in the said County more particularly in the third Election District, wherein the farm formerly owned by Mary A. Skirven, deceased, and known as the Harrison Farm, is located and from my knowledge of said farm and the value of land in the neighborhood taking into consideration the location of said farm as well as the improvements thereon; it is my belief that Eight Thousand Dollars ($8000.00) is a fair and adequate purchase price for the said farm.

A. J. Dennyson

State of Maryland, St. Marys County ss

On this 25th day of July, 1924, before me the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared A. J. Dennison the person named in the aforegoing certificate to me well known and that he is credible person, and made oath in due form of law that the statements and facts in the aforegoing certificate are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

B. Kennedy Abell
Notary Public

(Seal)

I, James R. Burke, of St. Marys County, State of Maryland, do hereby certify that I have been engaged in the real estate business and/or I have been dealing in real estate for 15 years and that I am familiar with the value of land in the said County more particularly in the third Election District wherein

the farm formerly owned by Mary A. Skirven, deceased, and known as the Harrison Farm, is located and from my knowledge of said farm and the value of land in the neighborhood taking into consideration the location of said farm as well as the improvements thereon, it is my belief that Eight thousand Dollars ($8,000.) is a fair and adequate purchase price for the said farm.

James R. Blake

State of Maryland, St. Mary's County ss

On this 25th day of July, 1924, before me the subscriber a Notary Public, in and for the State and County aforesaid, personally appeared James R. Blake the person named in the aforegoing certificate to me well known and that he is a credible person, and made oath in due form of law that the statements and facts in the aforegoing certificate are true to the best of his knowledge and belief.

As Witness my Hand and Notarial Seal.

(Seal)

B. Kennedy Attell,
Notary Public.

To The Honorable

Judge Of The Circuit Court No. 2 Of Baltimore City:

Your Petitioner, Mary M. Kennard, committee of the person and estate of Genevieve T. Kennard, lunatic respectfully shows unto your Honor.

That by an order passed by this Honorable Court on the 29th day of August, 1924, she was directed to sell, by private sale, the right, title and interest of the said Genevieve T. Kennard, lunatic in and to a certain farm located in St. Mary's County, State of Maryland, and sign any and all papers requisite for the conveyance of said lunatic's interest therein.

That in pursuance of said order, the Report of Sale of Mary M. Kennard, duly appointed committee of the person and estate of Genevieve T. Kennard, lunatic, in the above entitled cause, to make sale of certain real estate therein mentioned respectfully shows, that after having complied with all the other prerequisites as required by law and said order, she, on the 15th Day of September, 1924, there and there sold the one-sixth interest of Genevieve T. Kennard, lunatic in and to the aforesaid real estate located in St. Mary's County, State of Maryland, and that the said farm was sold for the sum of $8200. From said sum was deducted a mortgage debt of $12.00, and a claim of $ 3141. passed and approved by the Orphans Court, leaving a balance of $ 58.59. Therefore the one sixth interest of Genevieve T. Kennard, lunatic, was sold for the sum of $643.16 2/3.

The aforesaid property is described as follows;

One tract called "Part of Kopton Park" containing one hundred and seventy-five acres more or less, one tract called "Free School" being "Part of Kopton Park" containing one hundred acres more or less, one tract called "Hubert's Lot" containing forty-

five and one-half acres more or less and one track called "Freeman's Purchase" being part of "Hopton Park, containing fifty-two acres more or less," all of said tracts containing in the aggregate three hundred and seventy-two and one half acres, and constitute "The Home Farm" of the late Thomas L. Harrison and which is generally known by the name of "Locust Farm", the said lands having been conveyed to the said Thomas L. Harrison by George F. Maddox Trustee by deed dated March 20th, 1865 and recorded in Liber J. W.C. No. 1, folio 41 one of the Land Records of St. Mary's County, and one track called School Lot for Public School #6 and containing one acre more or less, said land having been conveyed to Mary M. Skirven, by the School Commissioners of St. Mary's County by deed and recorded in Liber E.B.M. No. 7, folio 178.

And your Petitioner from this shows that all parties in interest have agreed to an immediate ratification and confirmation of the aforesaid sale and files herewith the aforesaid consent in writing of all parties in interest thereto which she respectfully prays to be taken as a part hereof.

Thomas K. Skipper,
Atty. for Petitioner.

State of Maryland, City of Baltimore, Set:

I Hereby Certify, That on this 15th day of September, 1924, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Mary M. Kennard, committee of the person and estate of Genevieve T. Kennard, lunatic, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

Minna W. Grahman,
Notary Public.

(Seal)

We, the undersigned, being all parties in interest hereby fully and absolutely consent to an immediate ratification and confirmation of the sale of the one sixth interest of Genevieve T. Kennard, Lunatic, by Mary M. Kennard, committee of the person and estate of said lunatic in and to the real estate located in St. Mary's County, State of Maryland, which consists of a farm in the said County and known as the "Locust Farm".

And it is further agreed that the said one-sixth interest of Genevieve T. Kennard, lunatic, is to be conveyed to Thos. K. Skipper, for the purpose of reconveying said interest to Charles H. Kennard, and Katherine K. Kennard, his wife, by the entireties.

Witness: Rebecca Cohen

Mary M. Kennard

Mary M. Kennard,
committee of the person and
estate of Genevieve T. Kennard,
Lunatic-Vendor.

Rebecca Cohen — Charles H. Kennard,
Vendee.

Rebecca Cohen — Katherine N. Kennard,
Vendee.

Wilmina Kessel — Thos. H. Skipper,
Vendee.

Ordered, by the Court, this 19th day of September, 1924, that the sale made and reported by the Committee of the person and estate of Genevieve T. Kennard, lunatic of the one-eighth interest in and to the real estate located in St. Mary's County, State of Maryland aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although all parties in interest appear to have consented to an immediate Ratification and Confirmation as evidenced by the written consent of all of said parties in interest filed herein, and such proper expenses as she shall produce vouchers for to the Auditor.

Charles F. Stein,
Judge of said Court.

11/14/24 This paper amended by interlineation.
Charles F. Stein

State of Maryland, City of Baltimore, ss:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Petition and Order of Court, signed 26th October, 1923, decree confirming inquisition and appointing Committee, passed 13th November, 1923, Petition and Order of Court, signed 29th August, 1924, Report of Sale & Final Ratification Order, signed 19th Sept., 1924, now on file in this office in the cause therein.

In Testimony Whereof, I have set my hand and affix the seal of said Circuit Court No. 2, this 4th day of November, A. D. 1936

(Court)
(Seal)

John Pleasants,
Clerk.

Filed Nov. 6, 1936.

1735 N. E.

Jane V. Manning, et al Vs. Harrison N. Vickers, et al	In the Circuit Court for St. Mary's County, Md. In Equity, No. 1735 N. E.

Order to Docket Case, etc.

Joseph N. Mattingly, Clerk:—

Please docket suit in Equity, entitled, Jane V. Manning et al. vs. Harrison N. Vickers, et al, file Bill of Complaint with Exhibit No. 1, and Order of authority Clara V. Perkins next friend of Frances Jane Vickers, and enter appearance of Herbert E. Perkins and Harrison N. Vickers, as Attorneys for Solicitor for Complainants.

Herbert E. Perkins
Harrison N. Vickers
per H. E. P.
Solicitors for Complainants

Filed May 25, 1932.

Bill of Complaint

To the Honorable, the Judges of said Court:

Jane V. Manning, Sidney T. Manning, her husband. Cora V. Perkins, Herbert E. Perkins, her husband. Rose V. Brooks, & Mildred Brooks, her husband; Cora V. Armstrong and Bill Armstrong, her husband, Frances Jane Vickers, infant, by Cora V. Perkins, Prochein Ami, by Harrison N. Vickers, and Herbert E. Perkins, their Solicitors, humbly complaining say:

First: That Mary Shemwell late of Kent County, Maryland, deceased, was at the time of her death seized and possessed in fee simple of the following real estate situate in the Fourth District of St. Mary's County, Maryland.

1. All that farm called "Brights," containing 222 acres of land more or less.

2. All that farm called "Lauretum" containing 400 acres of land more or less.

3. All that farm called "Burnt District" containing 132 acres of land more or less.

4. A ground rent on property located in the City of Baltimore, Maryland, and which said property is to be sold and by Partition Proceedings instituted in said City and State.

Second: That the said Mary Shemwell being seized and possessed of said above three farms in said St. Mary's County, departed this life on or about the year 1892, leaving a last will and testament dated 7th., June, 1882, which last will and testament was probated by the Orphans Court for said Kent County and recorded in office of Register of Wills of said Kent County, recorded in Wills Book, J. R. L.

No. 1 folio 393, etc., a certified copy of said will being filed herewith and made a part hereof, and marked "Complainants Exhibit No. 1."

Third: That the said Mary Chenwell by her last will and testament devised her said property as follows:—

"I give, devise and bequeath to my daughter Jane Bruce Yates Vickers, wife of Harrison H. Vickers of Chestertown, Kent County, Maryland, all my property wheresoever situate, and of every sort and description, whether real, personal or mixed, to her sole and separate use, for and during the term of her natural life, and, at and immediately after her death, it is my will that the same be equally divided among such of her children, and the descendants of any her deceased child or children, as shall be living at her death, the descendants of any deceased child or children to take their parents or ancestor's share respectfully, as the case may be."

Fourth: That the said Jane B. Y. Vickers, daughter of said Mary Chenwell, the life tenant departed this life on or about 6th. January, 1935 leaving surviving her,

A daughter, Jane Vickers, who intermarried with Sidney P. Manning, and they reside in Baltimore City, Maryland.

A daughter, Clara Vickers, who intermarried with Herbert E. Perkins, and they reside in Chestertown, Maryland.

A daughter Rose Vickers, who intermarried with P. Medford Brooks, and they reside in Chestertown, Maryland.

A granddaughter, Clara V. Elliott, the only child of Carine V. Elliott, a daughter of the said Jane B. Y. Vickers, who predeceased her said mother, and who intermarried with the said Gill Armstrong, and they reside in Georgetown, D. C.

A granddaughter, Frances Jane Vickers the only child of George Vickers, a son of the said Jane B. Y. Vickers, who predeceased his said mother, and who is under 21 years of age, and resides in Hollywood, California.

A son, Harrison H. Vickers, who intermarried with Rebecca Elias, and they reside in Chestertown, Maryland.

Fifth: That all of the above said parties to this suit are over 21 years of age, excepting the said granddaughter, Frances Jane Vickers.

Sixth: That your Orators are advised that all of the said above parties to this suit are now tenants in common of the said real estate above described.

Seventh: That the above described real estate is not susceptible of division among the parties entitled to an interest therein without material loss, and in order to make division in said property it will be necessary to sell the same and divide the proceeds of sale among those entitled thereto.

To The End Therefore:

1st. That a decree may be passed for a sale of the

1735 N.E.

above described real estate and the proceeds therefrom to be divided among those entitled thereto.

2nd. That your Orators may have such other and further relief as their case may require.

May It Please Your Honors, to grant unto your Orators the Writ of Subpoena, directed to the said Harrison W. Vickers and Rebecca E. Vickers, commanding them to appear, either in person or by solicitor, in this Court on some certain day to be named therein and to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Harrison W. Vickers.
Herbert E. Perkins,
Solicitors for Complainants

Filed May 25, 1932.

Complainant's Ex. No. 1.

I Mary Shemwell, widow formerly of Saint Mary's County, but now of Kent County, Maryland, do make this my last will and testament, hereby revoking all others.

First: I give, devise and bequeath to my daughter Jane Bruce Yates Vickers, wife of Harrison W. Vickers of Chestertown, Kent County, Maryland, all my property wheresoever situate, and of every sort and description, whether real, personal or mixed, to her sole and separate use, for and during the term of her natural life, and, at and immediately after her death, it is my will that the same be equally divided among such of her children, and the descendants of any of her deceased child or children, as shall be living at her death, the descendants of any deceased child or children to take their parents or ancestors share, respectively, as the case may be.

Second: I constitute and appoint my said daughter Mrs. Vickers Executrix of this last will and testament.

In Testimony whereof I have hereunto set my hand and seal, this fifteenth day of June, eighteen hundred and eighty two.

Mary Shemwell (Seal)

Signed, sealed, published and declared by the above named testatrix, Mary Shemwell, as and for her last will and testament, in the presence of us, who, at their request and in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto, this seventh of June, 1882.

Quarn Teakle Wallis
Henry C. Hennard
S. Teakle Wallis, Jr.

State of Maryland, Kent County, Set:
On this 21st day of January 1891 then came Henry C. Kennard and on the 23 Rd Day of January 1891 then came L. Trable Wallis two of the subscribing witnesses to the within and aforegoing Will, before me, and made oath on the Holy Evangely of Almighty God, that they did see Mary Shemwell the Testatrix therein named, sign and seal this Will, and that they heard her publish, pronounce and declare the same to be her last Will and Testament. At the time of so doing they believed her to possess a sound disposing mind, memory and understanding, and that they with L. Trable Wallis, Jr. now of the City of New Orleans signed this Will as witnesses, at the request and in the presence of the Testatrix and in the presence of each other. Sworn before

N. Ronnie Strong,
Register of Wills.

Codicil

I, Mary Shemwell, do make the following as a codicil to my last Will and Testament aforegoing, viz:
In case my daughter Jane B. G. Vickers shall die without leaving any Child, Children, or Descendants, living at her death, I hereby give & devise my entire estate to my Son in law, Harrison W. Vickers, in his own right, provided he be then alive.
In all other respects, I ratify, confirm & hereby republish my said last will.
Witness my hand and seal, this 1st day of June, 1883.

Mary Shemwell, (Seal)

Signed, sealed, published & declared this a Codicil to her last will and testament, this first day of June 1883 by the Testatrix Mrs. Mary Shemwell, in our presence who at her request in her presence & in the presence of each other have hereto set our hands as witnesses.

L. Trable Wallis
Henry C. Kennard
L. T. Wallis Jr.

State of Maryland, Kent County, Set:
On this 21st day of January 1891 then came Henry C. Kennard and on the 23rd day of January 1891 then came L. Trable Wallis two of the subscribing witnesses to the within and aforegoing Codicil before me and made oath on the Holy Evangely of Almighty God, that they did see Mary Shemwell the Testatrix therein named, sign and seal this Codicil, and that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament. At the time of so doing they believed her to possess a sound disposing mind, memory and understanding, and that they

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with R. P. Wallis (now of the City of New Orleans) signed this Codicil as witness, at the Request and in the presence of the Testatrix and in the presence of each other.

Sworn before

T. Ronnie Strong
Register of Wills

State of Maryland, Kent County, Set:

I, the subscriber, Register of Wills, in and for Kent County, doth hereby certify that the aforegoing is a true copy of the Last Will and Testament and Codicil of Mary Rhemwell, as Recorded in Liber T. R. L. No. 1, folio 93, a Wills Record Book for Kent County, Maryland, as the same remains on file and of record in my office.

In Testimony Whereof, I hereunto set my hand and affix the seal of my office 22nd day of May in the year of our Lord 1935.

(Reg. of Wills Seal)

T. Ringgold Jones
Register of Wills.

Filed May 25, 1935.

Order of authority
Clara V. Perkins — Next
friend, Frances Jane Vickers

May 22nd., 1935

Herbert E. Perkins and Harrison W. Vickers,
Chestertown, Maryland.

This is to authorize you to use my name, Clara V. Perkins as next friend of my infant niece, Frances Jane Vickers, in Equity proceedings to be instituted in St. Mary's County, for the Partition Proceedings of the real estate belonging to the children and grandchildren of Jane B. Y. Vickers, after the death of the said Jane B. Y. Vickers, life tenant under the will of Mary Rhemwell deceased.

Clara V. Perkins.

Filed May 25, 1935.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To Harrison W Vickers and Rebecca E. Vickers

of Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court for St. Mary's County, at the Court House in said County, on the First Monday of June, 1935 to answer the Bill of Complaint of Jane V. Manning et al. for sale of Real Estate of Mary

Chenwell, deceased, against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial Circuit, this 25th day of May, 1933.

Issued 25th day of May, 1933.

(Court) (Seal) Jos. M. Mattingly, Clerk

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required.

The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, within 10 days after the return day.

Petition to strike out appearance and Order.

To the Honorable, the Judges of said Court:

That in the Bill of Complaint filed in this cause, Harrison N. Vickers was inadvertently named as one of the Attorneys for Plaintiffs.

Whereas, he is one of the Defendants and has entered his appearance and desires for entering his appearance for the Defendants, he should not appear as one of the Attorneys for Plaintiffs.

Therefore, he respectfully requests this Honorable Court his name may be stricken out of said case as one of the Attorneys for Plaintiffs.

Respectfully submitted,

Harrison N. Vickers

Order of Court

The whose Petition being read and considered, It Is Ordered and directed on this 25th day of July, 1933 that the name of Harrison N. Vickers should be stricked from said case as one of the Attorneys for the Plaintiffs as herein prayed.

Wm. Merrell Loker,
Judge.

Filed Sept. 5, 1933.

Order of Entering Appearance

Mr. Clerk,

Enter my appearance for Defendants, in the above entitled case.

Harrison N. Vickers
Atty. for Defendants.

Filed Sept. 5, 1933.

Defendants Answer.

For answer Harrison N. Vickers and Rebecca E. Vickers,

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his wife, the Defendants, in the above entitled case says, that they admit the allegations of the Bill of Complaint and consent to the passage of decree as prayed.

Harrison N. Vickers
Rebecca Eliason Vickers
Defendants

Filed Sept. 5, 1935.

Agreement to take testimony

Answer of Defendants in the above entitled case having been made to the Bill of Complaint, we the undersigned, hereby agree to the taking of testimony before the Examiner of said Court, and at a time and place to be appointed by him.

Herbert E. Perkins
Solicitor for Complainants
Harrison N. Vickers
Rebecca Eliason Vickers
Defendants

Filed Sept. 5, 1935.

Examiner's return of testimony with two exhibits.

To the Honorable, Judge of the said Court:

The above cause being at issue and notice having been given me by the Solicitor for the Complainants of a desire to take testimony in the same, (leave of Court having been first obtained) I, C. Henry Cazalier, one of the standing examiners of the Circuit Court for St. Mary's County, Maryland, in equity, duly appointed, qualified and sworn, met on the 12th day of July, 1935 and assigned the 15th day of July, 1935, at Noon, as the day and time and my office in Leonardtown, St. Mary's County, Maryland, as the place for the examination of witnesses in the said cause, and at which last mentioned day, time and place attended, having given previous notice of such a meeting, proceeded in the presence of Herbert E. Perkins, Solicitor for the Complainants and Harrison N. Vickers, Solicitor for the defendants to take the following questions and the answers thereto:

Rose V. Brooks, being produced in her own behalf and by me duly sworn testifies as follows:

State your name and residence.
Rose V. Brooks. Chestertown, Maryland.
Do you know the parties to this suit?
Yes, I know them all and I am myself one of the plaintiffs.
Who was Mary Shemwell?
My grandmother, the mother of my mother Jane B. G. Vickers.
Is she living or dead?

She is dead.
When did she die?
She died sometime in December, 1892.
Where did she reside at the time of her death?
She resided in Chestertown and lived with her daughter.
State whether or not she left a last will and testament?
Yes, I understand that she did.
(Solicitor for the complainants herewith files as examiner's Exhibit "A" a certified copy of said will)
State whether or not Jane B. Y. Vickers, daughter of Mary Shemwell, is living or dead?
She is dead, having died January 6th, 1935.
What real estate did the said Mary Shemwell leave in St. Mary's County that under her will was left to your mother during her life and after her death to her children?
She left three farms: First, the farm called "Brights", containing about two hundred and twenty two (222) acres. Second, the farm called "Lauretum," containing about four hundred (400) acres, Third the farm called "Burned House," containing about one hundred and thirty-five (135) acres of land, more or less.
Where are the three farms located?
Near Chaptico, in St. Mary's County, Maryland.
Please give the names and residences of the children of your mother Jane B. Y. Vickers?
Jane V. Manning whose husband is Sydney T. Manning; Clara V. Perkins, whose husband is Herbert E. Perkins; Rose V. Brooks, whose husband is B. Medford Brooks; Clara V. Armstrong whose husband is Gill Armstrong; Harrison W. Vickers whose wife is Rebecca E. Vickers and Frances Jane Vickers and infant.
Which of the children and grandchildren are over twenty-one years of age?
All of the parties to this suit are over twenty-one years of age excepting one granddaughter named Frances Jane Vickers, and she is about fifteen years of age.
Please state in your opinion the said real estate is susceptible of division in kind among those that have an interest in same without material loss and injury to them?
I would say not, for you could not very well divide three farms among all the heirs.
Would it be to the interest and advantage of all the interested parties to have the said real estate sold and the proceeds of sale divided among them?
Yes, I think it is the only way division can be made.
For the purpose of sale who do the family desire to be made trustee for sale?
Harrison W. Vickers and Herbert E. Perkins, of Chestertown, Maryland.
(Cross examination waived by Solicitor for defendants)
In answer to the general interrogatory propounded by the examiner to the witness, he answered, "No sir."

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Signature of witness waived by agreement of Counsel.
James E. Davis, of lawful age, who being produced and by me duly sworn testifies as follows:
State your name, Residence and Occupation?
James E. Davis. Chaptico, St. Mary's County, Maryland. Farmer.
Mr. Davis, do you know the property mentioned in these proceedings, a farm called "Brights," containing about two hundred and twenty-two acres of land, more or less; a farm called "Lauretum," containing about four hundred acres, more or less, and a farm called "Burned House," containing about one hundred and thirty-five acres, more or less?
Yes.
Will you describe where these farms are located?
Lauretum is on the State Road leading from Chaptico to Budds Creek. Brights is on the same road and just above Lauretum. Burned House is on the back road between Chaptico and Mechanicsville.
What do you consider a fair valuation for these three farms, individually?
I tell you the truth I think any man would pay five thousand dollars ($5000.00) for the principal farm which is Lauretum, is all that he could pay for it. Brights I would not like to pay eighteen hundred dollars, and the other place Burned House is worth about five hundred dollars. I don't know but that is the way I feel about it.
Mr. Davis having heard the names of the parties interested in this suit read to you, do you consider that this property is susceptible of a division among them without material loss and injury to them?
No, in my opinion it would be impossible to equally divide this property among so many interested parties.
Would it be to the interest and advantage of all the parties to sell this property and divide the proceeds of sale among them?
Yes, because none of the farms are now tenanted and two of them have not been for years. All of the houses and buildings are in bad condition, and it is better to sell now when possibly you could get something for them, than to wait and get nothing.
(Cross-examination of witness waived by Solicitor for Defendants.)
In answer to the general interrogatories propounded by the examiner, to the witness, he answered, "Nor sir."
(Signature of witness waived by agreement of counsel.)
Jack M. Fowler, a witness of lawful age, who being produced and by me duly sworn testifies as follows.
State your name, Residence and Occupation?
Jack M. Fowler. Chaptico, Maryland. Merchant.
Do you know the property mentioned in these proceedings?

Yes.
Describe its location?
Lauretum is located on the State Road north of Chaptico and Brighton is adjoining it on the upper side. Burned House is on the left side of the Chaptico-Mechanicsville road, and about two miles from Chaptico.
What do you consider a fair value for these properties?
Lauretum is worth about $5000.00. Brighton about $2000.00 and Burned House about $500.00.
Mr. Fowler do you consider that this property is susceptible of division among the parties interested therein without material loss and injury to them?
No, it is impossible to divide this property among so many heirs.
Would it be to the benefit and advantage of the parties to this suit to sell the said property and divide the proceeds among them?
It certainly would be.
Cross-examination of witness waived by Solicitor for Defendants.
In answer to the general interrogatory propounded by the examiner to the witness, he answered, Not
Signature of witness waived by agreement of counsel.
Solicitor for Complainants hereupon files with examiner certified copy of deed from Jane B. Y. Vickers to Mary Shemwell marked Examiner's Exhibit "B."
No other witnesses being named or produced to me, I, then at the request of the Solicitors for the Complainants and defendant closed the depositions taken in the said cause and now return them closed under my hand and seal, together with two exhibits one of which was filed with the bill of complaint, to this Honorable Court.

C. Henry Camalier (Seal)
Examiner.

Costs and expenses of the above commission on part of Complts.

C. Henry Camalier,	Examiner	$6.00
Miss Mabel Barto,	Clerk to Examiner	4.00
James E. Davis,	Witness	.75
Jack M. Fowler,	do	.75

Filed Sept. 5. 1933.

Examiner's Exhibit "A."
Recorded as Complainants Ex. No. 1 on page 422 of this Book.
Re-filed Sept. 5, 1933.

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Examiner's Exhibit "B."

This Deed, Made this sixteenth day of April in the year Eighteen hundred and seventy three, by me Jennie Bruce Yates Shemwell.

Witnesseth; that in consideration of the love and affection I bear towrads my dear mother Mary Shemwell and her releasing to me for my use all claim and interest now held in the tracks of Land called and known as "Red Bud" and "Drury's Farm" and situated in St. Mary's County, the former lying on the North side of Chaptico bay & the latter on the interior about a mile and a half above its head. I the said Jennie Bruce Yates Shemwell do grant unto her the said Mary Shemwell of the County and State aforesaid, all that lot or parcel of Land located in St. Marys County called and known as "Barron Hill" or "Lauretum", or by whatever other name or names the said track of Land may be called or known, including the track purchased at sheriff's sale of Henry Mattingly and Zackariah Mattingly containing five Hundred and ninety six acres more or less, and track purchased of Mrs. Elizabeth Posey containing thirty four and 3/4 acres more or less, also track purchased of executor of Richard Mattingly, containing two hundred and fifty acres more or less with all the bearings, lines and bounds contained in the above named several tracks in fee simple.

To Have and to Hold the above named tracks with the appurtenances thereunto belonging unto the said Mary Shemwell her heirs or assigns, to the only proper use of the said Mary Shemwell her heirs and assigns forever.

In Testimony Whereof, the said Jennie Bruce Yates Shemwell has hereunto set her hand and seal on the day and year first herein written.

Jennie Bruce Yates Shemwell (Seal)

Signed Sealed and
delivered in the
presence of—
P. Yates Barber

State of Maryland, St. Mary's County, to-wit:

I hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Jennie Bruce Yates Shemwell to Mary Shemwell, dated April 16, 1873, as recorded in Deed Liber J. A. C. No. 6, Folio 270, one of the Land Records of Saint Mary's County, State of Maryland on the 12th day of May, 1874, at 1:00 o'clock P. M.

In Testimony Whereof I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 15th day of July, in the year one thousand nine hundred and thirty-five.

(Court)
(Real)

Jas. M. Mattingly
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

State of Maryland, St Mary's County, to wit:

I hereby Certify that on this 16th day of April in the year 1873 before me the subscriber a Justice of the Peace of the County & State aforesaid personally appeared Jennie Ernest Yates Shemwell and acknowledged the foregoing deed to be her act.

M. B. Chesmon
J. P.

Filed Sept. 2, 1932.

Decree

The above cause standing ready for hearing and being submitted on bill, answer testimony and exhibits the Bill, answer, testimony and all the other proceedings were, by the Court, read and considered—

It is, thereupon, this 12th day of October in the year nineteen hundred and thirty-five by the Circuit Court for Saint Mary's County, Adjudged, Ordered and Decreed, that the real estate called and known as "Brights" containing 222 acres, more or less, and also the real estate called "Lauritum," containing 400 acres, more or less, and that farm called "Burnt District," containing 135 acres, more or less, in 4th Election District of St. Mary's County, Maryland, being the property ~~Harrison N. Vickers property mentioned in the proceedings to be sold~~ property mentioned in the proceedings be sold and that Harrison N. Vickers and Herbert E. Watkins, Esq. be and he is hereby appointed Trustees to make said sale, and that the course and manner of his 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 Eight Thousand Dollars conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises: They shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as they shall think proper of the time, place, manner and terms of sale, which shall be cash on final ratification of sale, with a deposit of four hundred dollars, two hundred dollars, and one hundred dollars, respectively, required of the purchaser or purchasers of said parcels of real estate, respectively, on the day and at the time of sale and as soon as may be conveniently 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 the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before,) the said Trustees shall by a good and sufficient deed, to be executed, 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, Complainants and defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. Maxwell Laber,
Judge.

Filed Oct. 12, 1935.

Trustee's Bond

Know All Men By These Presents, That we, Harrison H. Vickers and Herbert E. Perkins, 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 Eight thousand and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th. day of October in the year of our Lord one thousand nine hundred and thirty-five.

Whereas, the above bounden Harrison H. Vickers and Herbert E. Perkins by virtue of a decree of the Honorable the Judge of the Circuit Court for St. Mary's County, Md. has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of Jane V. Manning, et al vs Harrison H. Vickers, et al now pending in said Court:

Now, The Condition Of The above Obligation Is Such, That, if the above bounden Harrison H. Vickers and Herbert E. Perkins, do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
Mary A. Pennington

Harrison H. Vickers (Seal)
Herbert E. Perkins (Seal)

(Corp) Fidelity and Deposit Company of Maryland
(Seal) By Herbert E. Perkins
Attorney in fact.

Bond approved Nov. 5, 1935

Jas. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No 1. Folio 60
Filed Nov. 5" at 12:05 P.M., 1935

Trustee's Report of Sale

To the Honorable, the Judges of said Court:—

The Report of Hathaniel N. Vickers and Herbert E. Perkins, Trustees, appointed by a Decree of this Court on the 12 th., day of October 1935, 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, and giving notice of the time, place, manner and terms of sale, by advertisement inserted in St. Mary's Beacon, a weekly newspaper published in St. Mary's County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at Leonardtown, St. Mary's County, Maryland, on the 5 th day of November 1935 at 1 o'clock P.M., and then and there proceed to sell said property in manner following, that is to say:

That Your Trustees offered at public sale to the highest bidder the property mentioned in said decree.

First: Parcel No. 1, as described in the advertisement, and the highest bid received being the sum of $100.00, which they deemed inadequate, the same was withdrawn and announcement made that it could be purchased from the Trustees at private sale.

Second: Parcel No. 2, as described in the advertisement and the highest bid received being the sum of $ 200.00, which they deemed inadequate, the same was withdrawn and announcement made that it could be purchased from the Trustees at private sale.

Third: Parcel No. 3, as described in the advertisement and the highest bid received being the sum of $600.00, which they deemed inadequate, the same was withdrawn and announcement made that it could be purchased from the Trustees at private sale.

That afterwards your Trustees sold all of the said three parcels, as advertised for the sum of $ 2000.00 to the Heirs, your Trustees considering the same the best obtainable price, and the terms of sale have been complied with.

Respectfully submitted.

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Harrison N. Vickers
Herbert E. Perkins
Trustees

State of Maryland, Kent County, To Wit:—

I hereby certify that on this 25th., day of June, 1936, before me, the Subscriber, a Notary Public, of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins and Harrison N. Vickers, 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 are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

(N.P.)
(Seal)

Mary A. Pennington,
Notary Public.

Filed June 30, 1936.

Certificate of J. H. Hurry and W. G. Stant as to value of Real Estate

We hereby certify that we are acquainted with land values in St. Mary's County, Maryland, and feel that we are competent to appraise land values here. We further certify that we know the property described in the report of sale hereto fore filed in this case known as, First: "All that farm called "Brights" containing 222 acres, more or less, and, third, "All that farm called Burnt District" containing 122- acres, more or less, and that we feel that the sum of Three Thousand Dollars ($3,000.00) is a fair and adequate price on today's market for said property.

Attest:
Paul J. Bailey

J. H. Hurry
Wm. G. Stant

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 25th day of June in the year nineteen hundred and thirty-six before me the subscriber, a Justice of the Peace of the State of Maryland in and for St. Mary's County, aforesaid, personally appeared J. H. Hurry and William G. Stant who signed the aforegoing certificate and acknowledged the aforegoing certificate and affidavit to be their act.

Witness my hand:

Paul J. Bailey
Justice of the Peace.

Filed June 30, 1936.

Order Nisi on Private Sale of Real Estate.

Ordered by the Circuit Court for St. Mary's County, Maryland this thirtieth day of June in the year nineteen hundred and thirty-six that the private sale of the real estate made and reported by Harrison N. Vickers and

Herbert E. Perkins, Trustees, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the fourth Monday of July, nineteen hundred and thirty-six, provided a copy of this Order be published in a newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks prior to the said fourth Monday in July, nineteen hundred and thirty-six.

The Report of sale shows the sale price of said real estate to be Three Thousand Dollars ($3,000.00).

Wm. Mowell Loker,
Judge.

Filed June 30, 1936.

Certificate of Publication of Notice of Sale of Real Estate.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify, that the annexed Notice of Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the fifth day of November 1935 and that the first publication appeared in the issue of Oct. 18th, 1935.

June 30/36.

G. F. King.
Publisher
King

Trustee's Sale of Valuable Real Estate in Saint Mary's County, Maryland.

Under and by virtue of a decree of the Circuit Court for Saint Mary's County, Maryland sitting as a Court of Equity and passed on the 12th day of October, 1935 in a cause in said Court pending in which Jane V. Manning et al are Plaintiffs and are Harrison N. Vickers et al are Defendants, No. 1735 Chancery Equity, the undersigned Trustees appointed by said decree will offer for sale at public auction at the Court House Door in Leonardtown, St. Mary's County, Maryland on Tuesday, November 5th, 1935 at one o'clock P. M. the property in said proceedings mentioned, that is to say:

First: All that tract or parcel of land called and known as "Brights" containing 222 acres of land more or less. This farm contains forty acres of fifty acres of arable land with a considerable amount of good timber.

Second: All that tract or parcel of land called and known as "Lauretum" containing 100 acres of land more or less and being improved by a dwelling house and two barns with about 75 or 80 acres of arable land. This farm adjoins the farm known as "Brights" above mentioned.

Third: All that tract or parcel of land called and known as "Burnt House" or "Burnt House District" containing 135 acres of land more or less. This tract of real estate

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is mostly wooded and is unimproved. All these several tracts or parcels of land are Real Estate of which the late Mary Sherwood died, seized and possessed and which were devised by her to her daughter Jane Bruce Yates Vickers for life and after her death to the children and descendants of the said Jane Bruce Yates Vickers, and are situated near Chaptico, in the Fourth Election District of St. Mary's County, Maryland.

The arable land on these parcels of land is well suited to the growth of the staple crops especially tobacco.

Terms of sale as prescribed by the decree are as follows:

Cash at the time of the final ratification of sale with a deposit of $200.00 on the first described tract or parcel of land; $400.00 on the second described tract or parcel of land and $100.00 on the third described tract or parcel of land required of the purchaser on the day and at the time of sale.

Conveyancing, revenue, stamps, recording, etc., to be at the expense of the purchaser or purchasers.

Harrison V. Vickers,
Herbert E. Perkins,
Trustees.

Filed July 1, 1936.

Certificate of Publication of Order Nisi on Sale of Real Estate

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland once a week for 4 successive weeks prior to the 27 day of July, 1936 and that the first publication appeared in the issue of July 2, 1936.

Harvey & Weiner,
Publishers.
J. D. Weiner.

For Order Nisi refer to page 434 in this book, entitled "Order Nisi on Private Sale of Real Estate."
Filed July 24, 1936.

Decree of Court ratifying private sale of Real Estate

Ordered by the Circuit Court for St. Mary's County, Maryland this 1st day of September in the year nineteen hundred and thirty-six that the sale of the real estate mentioned and described in the proceedings in the above entitled case to Ike Weiner as made and reported by Harrison V. Vickers and Herbert E. Perkins, Trustees, on the thirtieth day of

June nineteen hundred and thirty-six be and the same is hereby ratified and confirmed not cause to the contrary thereof having been shown, although due Notice appears to have been given as required by the Order Nisi heretofore filed in this case as shown by the Certificate of Publication of said Order Nisi heretofore filed in the proceedings in this case.

Wm. Mennell Laker,
Judge.

Filed Sept. 1, 1936.

Deed.

This Deed, Made this 3rd day of May in the year one thousand nine hundred and twenty-nine by and between Harrison N. Vickers of Kent County and State of Maryland, of the one part and Rebecca Elaine Vickers of the State and County aforesaid of the second part.

Witnesseth, that in consideration of the sum of Five Dollars and other valuable consideration the said Harrison N. Vickers do grant and convey unto the said Rebecca Elaine Vickers her heirs and assigns in fee simple, all my interest in certain properties situate, lying and being in Saint Marys County, Maryland and described as follows, that is to say:

My undivided interest in the farm lands which were devised by my grandmother Mary A. Mennell unto my mother Jennie Mennell Vickers for her life and upon her death to be devided among her children, said properties are situated near Chaptico, one of the places being known as Cremetum Place.

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 tracts 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 Rebecca Elaine Vickers her heirs and assigns in fee simple.

And the said Harrison N. Vickers covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test:
Emma M. Baxter

Harrison N. Vickers (Seal)

1735 N. E.

State of Maryland Kent County to wit:

I Hereby Certify, that on this 3rd day of May in the year one thousand nine hundred and twenty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Harrison W. Vickers and acknowledged the aforegoing deed to be his act.

(N. P.)
(Seal)

Emma H. Baxter
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct Copy of the deed from Harrison W. Vickers to Rebecca Elgaisey Vickers, dated May 3, 1929, as recorded in deed Liber J. M. M. No. 7, Folio 419 et seq., one of the Land Records of Saint Mary's County, State of Maryland on the 30th. day of October, 1931, at 10:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, Maryland, this 7th. day of October, in the year one thousand nine hundred and thirty-six.

(Court Seal)

Jos. M. Mattingly
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

Filed Oct. 6, 1936.

Tax Bill
1935-1936.

No. 164
Mr. J. B. Y. Vickers Fourth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935. Due September 1, 1935

To County Tax on $ 8254 rate $1.00 on $100.	$ 82.54
To State Tax on $ " rate 22c on $100.	18.16
To 5 per cent commission on State Tax	.91
To interest on County Tax from Sept. 1, 1935	6.29
To interest on State Tax from Sept. 1, 1935:	1.36
Paid Nov. 10 1936	$109.16

Received Payment.

Harrison Hobbs,
County Treasurer,
St. Mary's County.

No. 92.
Mr. J. B. Y. Vickers Fourth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1936 Due September 1, 1936
To County Tax on $5254 rate $1.00 on $100 $ 52.54

To State Tax on $8234 rate $1.00 on $100.	$ 18.16
To 5 per cent commission on State Tax	.91
To interest on County Tax from Sept. 1, 1936	1.21
To interest on State Tax from Sept. 1, 1936	.30
Paid Nov. 10, 1936	½ ~~$103.12~~
Paid ½	51.56

Received Payment.

Harrison Hobbs,
County Treasurer,
St. Mary's County.

Filed Oct. 6, 1936.

Expenses of Trustees

Memorandum of Expenses of Herbert E. Perkins and Harrison W. Vickers, Trustees, to be filed with Auditor.

Notary fee on report of sale	$ .50
Expenses of Trustees, transportation, etc., taking testimony at Leonardtown	12.50
Expenses of Trustees, transportation, etc., day of Public sale.	10.50
John W. T. Briscoe, Attorney, services rendered Trustees	25.00
Amount of Revenue Stamps on Deed	2.00
	$ 51.00

Filed Oct. 6, 1936.

Bill

Prem. on Bond.

Vickers and Perkins, Trustees Manning et al Vernon Vickers

To

Herbert E. Perkins, Agent Fid. and Dep. Co. Md.

1932.

Oct. 6, To Bond premiums on $5,000. $ 22.00

Filed Oct. 14, 1936

Bill

St. Mary's Enterprise

Harrison Vickers } Trustees
Herbert E. Perkins }

7-3-36 Order Nisi Ratification Auditors Nisi $ 7.50
Auditors Nisi 7.50
$ 15.00

Filed Oct. 12, 1936.

Auditor's Report.

In account with Herbert E. Perkins and Harrison W. Vickers, Trustees.

17 I N.E.

By amount of proceeds from sale of real estate, per report $3000.00

To amount due	Jas. W. Mattingly, Clerk, his fees	$ 21.50
" " "	Herbert E. Perkins, Atty. for Plaintiffs	30.00
" " "	Harrison H. Vickers, Atty. for Defendants	10.00
" " "	Perkins and Vickers, Trustees, commissions less Clerk fee to Examiner $4.00	176.00
" " "	Perkins and Vickers, Trustees, Notary Fee	.50
" " "	St. Mary's Beacon, Advertising	40.31
" " "	St. Mary Enterprise, Advertising	18.00
" " "	Herbert E. Perkins, Agent, Prem. on Bond	32.00
" " "	Charles P. Abell, Auctioneer, his fee	5.00
" " "	C. Henry Lemaire, Examiner, his fee	8.00
" " "	Anabel F. Barto, Clerk to Examiner, her fee	4.00
" " "	James E. Davis, Witness to Examiner	.75
" " "	Jack M. Fowler, Witness to Examiner	.75
" " "	M. P. L. R. Stamps, Use Trustees	3.00
" " "	Wayne F. King, Auditor, his fee	9.00
To balance distributable to taxes, etc.		2644.19
		$3,000.00 $3,000.00

By amount for taxes, etc., ut supra $2,644.19

To amount due	Harrison Hobbs, Co. Treas. Taxes, 1935	$ 109.16
" " " " " "	½ Taxes 1936	27.56
To amount distributable to devisees		2,483.47
		$2,644.19 $2,644.19

By amount distributable to devisees, ut supra $2,483.47

To Jane Vickers Manning, a daughter 1/6	$ 413.91
" Clara V. Perkins, a daughter 1/6	413.91
" Rose V. Brooks, a daughter 1/6	413.91
" Clara V. Elliott, a grand-daughter 1/6	413.91
" Frances Jane Vickers, a grand-daughter 1/6	413.91
" Rebecca E. Vickers, assignee of Harrison H. Vickers, a son.	413.92
	$2,483.47 $2,483.47

To the Honorable, the Judges of said Court:

Your Auditor reported to the court that he has examined the Papers and proceedings in the above entitled case, and from them has stated the within account; first charging the Trustees, with the amount of sale, per their report; and, after crediting them with their costs and expenses of suit, together with taxes due, the balance is distributable to the above named parties, as their interests appear in the Bill of Complaint and in the Will of Mary Thenwell deceased.

All of which is respectfully submitted.

Wayne F. King,
Auditor.

Nov. 3, 1936
Filed Nov. 4, 1936.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland this twelfth day of November in the year nineteen hundred and thirty-six that the report of the Auditor, made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday of December, nineteen hundred and thirty-six, provided a copy of this Order be published in some newspaper printed in St. Mary's County, Maryland, once in each of four successive weeks before the said first Monday in December, nineteen hundred and thirty-six.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Filed Nov. 12, 1936.

1769 N. E.

John H. Harry,
Plaintiff.
Vs.
Mathilda Curtis, surviving widow of William John Curtis, late of St. Mary's County, Md., deceased; Henry Curtis and Martha Curtis, his wife;
Mathias Curtis and Mary Mathilda Curtis, his wife;
Annie Curtis Armstrong and Thomas Armstrong, her husband;
Ignatius Curtis and Henretta Curtis, his wife;
Daniel Curtis and Agnes Curtis his wife,
Defendants.

In the Circuit Court
For St. Mary's County.
In Equity
No. 1769 N. E.

Bill of Complaint, and Five Exhibits

To The Honorable Judges of Said Court:

Your orator, who sues as well for himself as for all other creditors of William John Curtis, late of St. Mary's County, deceased, who will come in and contribute to the expenses of this suit, complaining, says:

First: That William John Curtis, late of St. Mary's County, Md., deceased, was indebted unto your orator, John H. Harry, in the amount and manner following:

That William John Curtis, late of St. Mary's County, deceased, by his promissory note dated September 15, 1930, now overdue, promised to pay to your orator, or order, the sum of seventy-five dollars ($75.00) four months after date, with homestead exemption waived, and the said William John Curtis did not pay the same when due, but did pay the sum of $19.35 on the said note on September 15, 1932, and paid the further sum of $37.05 on the said note on May 15, 1934; and the said William John Curtis paid no more sums on the above obligation, though he frequently promised to pay the balance due which now is the sum of thirty-eight dollars and fifty-seven cents ($38.57), Which sum includes interest to February 15, 1936. The said note is herewith filed as a part hereof, marked as "Plaintiff's exhibit A."

Second: That the said William John Curtis, being in his lifetime, so indebted to your orator, and being possessed of no personal property and being seized and possessed of real estate of fair value, all of said property being in said St. Mary's County, departed this life, in said County, on or about the twenty-eighth day of June, in the year nineteen hundred and thirty-five, intestate and married, leaving, surviving him, as his only heirs-at-

law and next of kin, a widow, Matilda Curtis, residing in St. Mary's County, Md.; a son, Henry Curtis, whose wife is Martha Curtis, both residing in St. Mary's County a son, Mathias Curtis whose wife is Mary Mathilda Curtis both residing in St. Mary's County; a daughter Annie Curtis Armstrong whose husband is Thomas Armstrong, both residing in St Mary's County, a son, Daniel Curtis, whose wife is Agnes Curtis, both residing in Montgomery County, Md.; and a son Ignatius Curtis, whose wife is Henrietta Curtis, both residing in the City of Washington, District of Columbia, all being adults and being the Defendants in this suit.

Third: That the said William John Curtis possessed no personal property sufficient for the payment of his debts and liabilities; so that, as your orators are advised, they and his other creditors are entitled to have their claims paid out of the real estate of said deceased.

Fourth: That the said William John Curtis died seized and possessed of the following enumerated real estate:

(1) Four tracts or parcels of land in the Fourth Election District of St. Mary's County, all being tracts of the land called and known as "Part of Fairfax Home", being acquired by the said William John Curtis by the following conveyances:

(a) Deed of ten acres, more or less, from Ernest W Theuler and Ella W Theuler, his wife, dated December 9, 1916, and recorded among the Land Records of St. Mary's County in Liber E. B. A. No. 15, Folio 216.

(b) Deed of eleven acres, more or less, from Ella W Theuler and Ernest W Theuler, her husband dated February 6, 1919, and recorded among the Land Records aforesaid in Liber E. B. A. No. 17, Folio 208.

(c) Deed of two acres from Sarah Jane Warden and Samuel Warden, her husband, dated September 14, 1921, and recorded among the Land Records aforesaid in Liber E. B. A. No. 20 Folio 200, and described more particularly in the deed from Ella W Theuler and Ernest W Theuler, her husband to Sarah Jane Warden, dated December 28, 1917, and recorded among the Land Records aforesaid in Liber E. B. A. No. 16, Folio 207.

(d) Deed of one acre, more or less, from Ernest W Theuler and Ella W Theuler, his wife, dated April 11, 1922, and recorded among the Land Records aforesaid in Liber E. B. A. No. 20 Folio 444. Certified Copies of said deeds being herewith filed as parts hereof, marked "Plaintiff's Exhibits B. C. D, and E."

To The End Therefore:

(1) That the real estate aforesaid of the said William John Curtis, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your orators and those of the other creditors

1769 N.E.

fied creditors of said deceased.

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

May it please Your Honors to grant unto your orator the Writ of Subpoena directed to the said Mathilda Curtis; Henry Curtis and Martha Curtis, his wife; Mathias Curtis and Mary Mathilda Curtis, his wife; and Annie Curtis Armstrong and Thomas Armstrong her husband, all of whom reside in St. Mary's County, State of Maryland, and may it please Your Honors to grant unto your orator the Writ of Subpoena directed to the said Daniel Curtis and Agnes Curtis, his wife, both of whom reside in Montgomery County, State of Maryland, commanding them, and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed, and also, the order of Publication giving notice to the said Ignatius Curtis and Henrietta Curtis, his wife, both of the District of Columbia as aforesaid, who are non-residents of this State, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.,

Paul J. Bailey,
Solicitor for Plaintiff.

Filed March 4, 1936.

Plaintiff's Exhibit "A."

$37.00/100 September 18, 1930

Four Months after date
For value received I promise to pay to the order of John H. Kurry, the sum of
Thirty Five _____ Dollars
with waiver of homestead exemption.
Witness
Agnes M. Kurry.

William + John Curtis.

Sept. 15, 1932	from tobacco, 1932.	$19.32
May 15, 1933	by ck. from tobacco	37.00

Filed Mar. 4, 1936

Plaintiff's Exhibit B

This Deed. Made this 9th day of December in the year of our Lord 1916, by and between Ernest W. Tucker and Ella W. Tucker, his wife, both of St. Mary's County and State of Maryland, Witnesseth that in consideration of the sum of one Hundred

and fifty dollars, current money of the United States, the said Ernest W Wheeler and Ella W Wheeler, his wife, do grant unto William John Curtis, of the County and State aforesaid one tract of land containing Ten acres of land more or less; being and lying in the Fourth Election Dist. of St. Mary's County, Maryland, called and known as "Part of Forest Home," Beginning at Bennie Collins line running a northerly course 170 yards to a stone, thence in a westerly course 240 yards to a cedar stack, thence a south course 170 yards, thence 240 yards back to starting point.

Witness our hands and seals this 9th day of December, 1916.

Test:
James A. Latham, J. P.

Ernest W Wheeler (Seal)
Ella W Wheeler (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 9th day of December, 1916, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for St. Mary's County, personally appeared Ernest W Wheeler and Ella W Wheeler, his wife, and did each of them acknowledge the foregoing deed to be their respective act.

James A. Latham (Seal)
Justice of the Peace.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct Copy of the deed from Ernest W Wheeler and wife, to William John Curtis, dated December 9, 1916, as recorded in Liber E. B. A. No. 15, Folio 216, et seq., one of the Land Records of Saint Mary's County, Maryland, on the 12th day of December, in the year 1916, at 10:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 4 day of March, in the year one thousand nine hundred and thirty-six.

Jas. M. Mattingly,
(Court) (Seal)
Clerk of the Circuit Court for
Saint Mary's County
Maryland.

Filed Mar. 4, 1936.

Plaintiff's Exhibit C.

U. S. R. Stamps $0.50 Cancelled

This Deed Made this 6th day of February in the year of Our Lord nineteen Hundred and nineteen by J. Ella W Wheeler of Saint Mary's County and State of Maryland. Witnesseth that in consideration of the sum of one Hundred and seventy-six Dollars and twenty-five cents $176.25 cash in hand I the said J Ella W Wheeler and Ernest W Wheeler, her husband, do grant

1769 N. E.

unto William J. Curtis of the County and State aforesaid two lots of parcels of land, Lot No. 1, containing 6. A. 1. R. 34. 41 sqr. P. Lot No. 2" 5. A. 1. R. 22. 7 Sqr. P. lying and being in the 4th Election District of St. Mary's County Maryland, called and known as part of "Forrest Home" Beginning at an old bound stone set on the West side of the Private Road leading from Crossroads to the Sacred Heart Chapel a boundary of Brambly Woodland now owned by Jas. Cecil also part of "Forrest Home" now owned by Truman N. Thomas, thence running with Forrest Home" one course and distance to wit, A. D. 81½° E. 23. 08 prs. to a stone and Post a boundary of part Forrest Home, now owned by Ben Collins, thence running with said Land one course and distance to wit 2° N. 18¾° E. 30. 40 prs. to a cedar post a boundary of part "Forrest Home," now owned by William J. Curtis, thence running with said land two courses and distances to wit: 3° W. 8. 36 prs. to a post. 4 N. 3½° W. 29. 80 prs. to a post a boundary of Forrest Home now owned by J. Ella Wheeler, thence with said tract one course and distance to wit: 5 N. 80° W. 26. 36 prs. to a cedar post set on the Brambly line, thence running with said line 6 A. 2½° W. 58. 56 per to the place of Beginning containing 11 A. 2 R. 16. 56 Sqr. Perches more or less. Note beginning at Lot No. 1 A. A. an old bound stone set on the East side of the Private Road leading from Crossroads to Sacred Heart Chapel the same beginning at the stone and running with Truman N. Thomas Land one course and distance to wit: A. D. 81¼° E. 23. 08 per to a stone and post a boundary of Ben Collins land, running with said land one course and distance to wit: 2 N. 18¾° E. 30. 40 per to a post a boundary of William J. Curtis land, thence running with said land E. W. 39. 25 per to B. a cedar post set on the Brambly line, thence running with said line A. 3¼° W. 28 per to the place of beginning. Containing 6. A. 1. R. 34. 41 Sqr. per more or less.

To have and to hold the above granted property thereto unto the said William J. Curtis, his heirs and assigns forever in fee simple.

Witness my hand and seal the day and year first above written.

Witness:
James A. Latham

J. Ella Wheeler (Seal)
Ernest Wheeler (Seal)

State of Maryland, St. Marys County to-wit:

I hereby certify that on this sixth day of February, in the year nineteen Hundred and nineteen, before the subscriber a Justice of the Peace of the State of Maryland, in and for St. Mary's County, personally appeared J. Ella Wheeler and Ernest Wheeler, her husband, and both did acknowledge the foregoing deed to be their

respective act.

In Testimony Whereof I hereunto set my hand this 6" day of Feb. A. D. 1919.

James A. Latham, J.P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify that the above and aforegoing is a true and correct copy of the Deed from J. Ella W. Heller and Ernest W. Heller, Her Husband to William J. Curtis, dated February 6, 1919, as recorded in Deed Liber E. B. A. No. 17, Folio 5-8 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 11th. day of February 1919, at 1:45 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Mary's County, State of Maryland, this 4th. day of March, in the Year one thousand nine hundred and thirty-six.

Jos. M. Mattingly,
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County,
Maryland.

Filed Mar. 4, 1936.

Plaintiff's Exhibit D.

No Stamps Required | This deed, Made this 14" day of September, nineteen Hundred and twenty one, by and between Sarah Jane Warden and Samuel Warden, her husband, both of St. Mary's County, Maryland, Witnesseth: that in consideration of One Hundred Dollars, cash in hand paid the said Sarah Jane Warden and Samuel Warden, do grant unto William John Curtis of St. Mary's County, State of Maryland, one tract or parcel of land containing Two Acres of land, lying and being in the Fourth Election District of St. Mary's County, State of Maryland. Same being described and recorded in Liber E. B. A. #16. Folio 5-7, one of the Land Records of St. Mary's County.

Witness our hands and seals this 14" day of September Nineteen hundred and twenty-one.

Test:
James A. Latham, J. P.

Samuel his x Warden (Seal)
mark.
Sarah Jane her x Warden (Seal)
mark

State of Maryland, St. Mary's County, to-wit:

I Hereby Certify, that on Sept. 14 nineteen Hundred and Twenty one, before me the subscriber a Justice of the Peace of the State of Maryland, in and for St. Mary's County, personally appeared Sarah Jane Warden and Samuel Warden, her husband and did acknowledge, each of them, the foregoing Deed to their respective act.

James A. Latham
Justice of the Peace.

1769 N. E.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from Samuel Harden and Sarah Jane Harden, his wife, to William John Curtis, as recorded in said Liber E. B. G. No. 20, Folio 200, one of the Land Records of St. Mary's County State of Maryland, on the 15th day of September, in the year 1921 at 3:00 o'clock P. M.

In Testimony Whereof I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 4th. day March in the year one thousand nine hundred and thirty-six.

(Court Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

Filed Mar. 4, 1936.

Plaintiff's Exhibit E.

No Stamps Required | This Deed, made this 11th day of April, 1922, by me Ernest J. W. Fuller and J. Ella W. Fuller his wife both of St. Mary's County and State of Maryland, Witnesseth that in consideration of the sum of $50.00 Fifty Dollars cash in hand the said Ernest J. W. Fuller and J. Ella W. Fuller, his wife do grant unto William John Curtis of the County and State aforesaid one tract one parcel of land in the Fourth Election of St. Mary's County Maryland called and known as a part of Forrest Home, the same beginning at Harden Lot running North 38 yds to a stone, thence a Easterly course 70 yds. to a stone, thence a Southerly course 33 yds. to a stone thence a Westerly course 70 yds. to the place of beginning also what is known as the old Road containing one acre more or less.

Witness our hands and seals this 11th day of April, 1922.

Test:
James A. Latham

Ernest W. Fuller (Seal)
J. Ella W. Fuller (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 11th day of April 1922, before me the subscriber a Justice of the Peace of the State of Maryland in and for St. Mary's County personally appeared Ernest J. W. Fuller and J. Ella W. Fuller, his wife, and each did acknowledged the foregoing deed to be their respective act

James A. Latham (Seal)
Justice of the Peace.

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify, That the above and aforegoing is a true and correct Copy of the Deed from Ernest W. Wheeler and J. Ella Wheeler, his wife, to William John Curtis, as recorded in Deed Liber E. B. A. No. 20, Folio 444 et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 11th Day of April, 1922, at 9:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 4th day of March, in the year one thousand nine hundred and thirty six.

Jos. M. Mattingly,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

(Court)
(Seal)

Filed Mar. 4, 1936.

Order of Publication

The object of this suit is to procure a decree for the sale of the real Estate of William John Curtis, late of St. Mary's County Md., deceased, for the payment of his debts.

The bill in substance states: That the deceased was in his life-time, indebted unto the Plaintiff in a certain sum of money, upon the balance due on a note, as particularly stated in the Bill, and that, being possessed of no personal property, and being seized and possessed of real estate of fair value, situate in the Fourth Election District of said St. Mary's County, called and known as "Part of Forrest Home", and more Particularly described in the Bill, he departed this life on or about the 28th day of June, 1932, intestate and married, leaving, surviving Them, as his only heirs at law and next of kin, a widow, Mathilda Curtis; a son, Henry Curtis, whose wife is Martha Curtis; a son Mathias Curtis, whose wife is Mary M. Curtis; a daughter, Annie Curtis Armstrong, whose husband is Thomas Armstrong; a son Daniel Curtis, whose wife is Agnes Curtis; and a son Ignatius Curtis, whose wife is Henrietta Curtis, the Defendants in this case and, that there is no personal Estate sufficient to pay his debts, so that it will be necessary to sell the Real estate for the purpose.

That the Defendants, Ignatius Curtis and Henrietta Curtis, his wife are non-residents, being residents of the District of Columbia.

It is thereupon, this 4th day of March, in the year nineteen thirty-six, ordered by the Circuit Court for St. Mary's County, in Equity, that the Plaintiff, by causing a copy of this order to be inserted in some newspaper, printed and published in said St. Mary's County, once in each of four successive weeks before the 6th day of

April, 1936 gives notice of 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 22nd day of April, 1936, to show cause, if any they have, why a decree ought not to be passed, as prayed.

Jas. M. Nattingly,
Clerk of the Circuit Court
for St. Mary's Co.

Filed March 4, 1936.

Order of Publication and Certificate of Service by U.S. Marshall

For Order of Publication, see preceding page. (449)

Be it remembered and I hereby certify that on this 7th day of March, in the year nineteen thirty-six, before me the subscriber, a Notary Public of the District of Columbia, duly commissioned and qualified, personally appeared John B. Crawford, a Deputy United States Marshall of said District, and made oath in due form of law that a true and exact copy of the aforegoing Order of Publication was, on the 6th day of March, 1936, personally served by him on Ignatius Curtis and Henrietta Curtis, his wife, Defendants, in the District of Columbia, by first reading the same to them and then by leaving copies of same with them in person.

John B. Crawford
Deputy United States Marshall
District of Columbia.

Subscribed to and sworn before me this 7th day of March 1936.

As witness my hand and Notarial Seal at the City of Washington, in the District of Columbia.

Lillian A. Trammell
Notary Public in and for
the District of Col.

(N.P.)
(Seal)

$3.00 fee Pd.

District of Columbia, ss: No. 80964

I, Frank E. Cunningham, Clerk of the Supreme Court of the District of Columbia, the same being a Court of Record, having by law a seal, do hereby certify that Lillian A. Trammell before whom the annexed instrument in writing was executed and whose name is subscribed thereto, was at the time of signing the same a Notary Public in and for said District, residing therein, duly commissioned and sworn, and authorized by the laws of said District to take the acknowledgment and proof of deeds or conveyances of lands, tenements, or hereditaments, and other instruments in writing, to be recorded

in said District, and to administer oaths, and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature to said instrument and impression of seal thereon is genuine.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of said Court, at the City of Washington, D. C., the 7th day of March, A. D. 1936.

Frank E. Cunningham
Clerk.

(Court)
(Seal)

By Philip M. Hamilton
Assistant Clerk.

Filed March 9, 1936.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:
The State of Maryland
To
Daniel Curtis Agnes Curtis of Montgomery County Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of April, 1936, to answer the Bill of Complaint of John W. Curry for sale by creditors bill of property of William John Curtis, deceased, against you in said Court exhibited. Herof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh judicial Circuit, the 4th day of March, 1936

Issued 4th day of March, 1936.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required. The defendants are required to file their answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland within fifteen days after the return day.

Received 13 day of March 1936 and forthwith deliver to the Sheriff of Montgomery County.

Clayton K. Watkins
Clerk.

Summoned as to Daniel Curtis Non Est as to Agnes Curtis
E. Edington Bell
Sheriff for
Montgomery County, Md.

Filed Mar. 24, 1936.

1769 N. E.

Subpoena to Answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland

To

Mathilda Curtis, Martha Curtis, Mary Mathilda Curtis, Annie Curtis Armstrong, Henry Curtis, Mathias Curtis of St. Mary's Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person, before the Circuit Court of St. Mary's County, at the Court House in said County, on the first Monday of April, 1936, to answer the Bill of Complaint of John H. Kurry for sale by creditors bill of property of William John Curtis, deceased against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial Circuit, the 4th day of March, 1936.

Issued 4th day of March, 1936.

(Court) (Seal) Jos. M. Mattingly, Clerk.

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required. The defendants are required to file their answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned all but nonest as to Mathilda Curtis. Copy left at house.

J. B. Lowe, Sheriff

Filed Apr. 7, 1936.

Subpoena to Answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland

To

Mathilda Curtis, Agnes Curtis of St. Mary County Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County on the First Monday of May, 1936 to answer the Bill of Complaint of John H. Kurry for sale of real estate of William John Curtis, deceased by creditor's bill. Hereof fail not, and you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial Circuit, the 21st day of April, 1936.

Issued 21st. day of April, 1936

(Court) (Seal) Jos. M. Mattingly, Clerk

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required. The defendants are required to file their answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Non est

April 21/36.

J. B. Lowe,
Sheriff.

Filed May 4, 1936.

Petition for Order of Publication

The petition of John W. Hurley, Plaintiff, in the above entitled case respectively shows:—

That Mathilda Curtis, one of the defendants in the above entitled case, who according to the best information available to your petitioner resides in St. Mary's County, State of Maryland, has twice been returned "Non-Est" on two successive subpoena issued to said St. Mary's County, State of Maryland, as will appear from returns to said subpoena filed in this case.

That Agnes Curtis, one of the defendants in the above entitled case, who according to the best information available to your petitioner, resides in Montgomery County or St. Mary's County State of Maryland, has twice been returned "Non-Est" on two successive subpoena issued to said Montgomery and St. Mary's County, State of Maryland, as will appear from returned to said subpoena filed in this case.

Your petitioner therefor prays leave to proceed against said Mathilda Curtis and Agnes Curtis, by giving notice by publication in accordance with and the provisions of Section 134 of Article 16 of the Maryland Code of Public General Laws, in such case made and provided.

Respectively submitted.

Paul J. Bailey,
Attorney for the
Plaintiff.

Upon the aforegoing petition it is this Eleventh day of May, 1936 by The Circuit Court For St. Mary's County, Md., ordered that leave be and it is hereby granted the Plaintiff in the above entitled case to proceed to give notice by publication to the said Mathilda Curtis and Agnes Curtis, who have twice been returned "Non Est," on two successive subpoena in accordance with the provision of Section 134 of Article 16 of The Maryland Code of Public General Laws, in such case made

1769 N. E.

and provided.

Wm. Merrell Baker,
Judge.

Filed May 11, 1936.

Order of Publication

The object of this suit is to procure a decree for the sale of the real estate of William John Curtis, late of St. Mary's County, Md., deceased, for the payment of his debts.

The bill in substance states: That the deceased was in his life-time, indebted unto the Plaintiff in a certain sum of money, upon the balance due on a note, as particularly stated in the bill, and that, being possessed of no personal property, and being seized and possessed of real estate of fee simple nature, situate in the Fourth Election District of said St. Mary's County, called and known as "Part of Forrest Home," and more particularly described in the bill, he departed this life on or about the 28th day of June, 1935, intestate and married, leaving surviving him, as his only heirs at law and next of kin, a widow: Mathilda Curtis; a son, Henry Curtis, whose wife is Martha Curtis; a son, Mathias Curtis, whose wife is Mary M. Curtis; a daughter, Annie Curtis Armstrong, whose husband is Thomas Armstrong; a son, Daniel Curtis, whose wife is Agnes Curtis; and a son Ignatius Curtis, whose wife is Henrietta Curtis, the Defendants in this case, and that there is no personal estate sufficient to pay his debts, so that it will be necessary to sell the real estate for the purpose.

And whereas the said Mathilda Curtis has been returned "Non Est" on two successive subpoena issued to St. Mary's County, State of Md., where said Mathilda Curtis is said to reside; and whereas the said Agnes Curtis has been returned "Non Est" on two successive subpoena issued to Montgomery and St. Mary's Counties, State of Md., where the said Agnes Curtis is said to reside, and the Plaintiff in this case has obtained leave of Court to proceed against them as non-residents by publication as provided by Section 134 of Article 16 of The Maryland Code by Public General Laws.

It is thereupon ordered this 11th day of May, 1936 by The Circuit Court for St. Mary's County, Md., in equity, that the Plaintiff, by causing a copy of this order to be inserted in some newspaper published in said St. Mary's County, Md., once in each of four successive weeks before the 15th day of June, 1936, gives 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 1st day of July, 1936, to show cause, if any they have,

why a decree ought not to be passed as prayed.

Jos. M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Md.

Filed May 11, 1936.

Order for appearance.

Mr. Clerk:

Please enter my appearance in the above entitled case for the complainant.

A. Kingsley Love
A. Kingsley Love.

Filed July 17, 1936.

Certificate of Publication

In the Circuit Court for St Mary's County, Maryland.

This is to certify that the appended Order of Publication has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 15th day of June, 1936 and that the first publication appeared in the issue of May 15, 1936.

Harvey & Weiner,
Publishers.
J. L. Weiner

For Order of Publication see page 454 of this book entitled "Order of Publication."

Filed July 17, 1936.

Decree Pro-Confesso and leave to take testimony

It appearing from the proceedings in this case that the order of publication heretofore issued therein has been duly served on the non-resident defendants, Ignatius Curtis and Henrietta Curtis, his wife, by the Deputy United States Marshal for the District of Columbia, wherein said non-resident defendants reside, and copies of said order left with each of said defendants, and said Deputy Marshall having made oath in due form of law as to said service, and said defendants having failed to appear, either in person or by solicitor, and answer the Bill of Complaint therein filed against them, although the time limited for such appearance has now expired, and it further appearing that the order of publication heretofore issued therein has been duly published in the St. Mary's Enterprise, a newspaper printed and published at Leonardtown, in said St. Mary's County, as prescribed by said order, and the defendants proceeded against by the last mentioned order of publication, Mathilda Curtis, widow of William John Curtis, late of

St. Mary's County, deceased, and Agnes Curtis, each twice returned "Non-Est" on the successive subpoena issued for them, having failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against them, although the time limited for such appearance has now expired, and it further appearing that writs of subpoena have been duly issued directed to the defendants Henry Curtis and Martha Curtis his wife; Mathias Curtis and Mary M. Curtis, his wife; Annie Curtis Armstrong and Thomas Armstrong, her husband; and have duly returned "Summoned," and the said defendants having failed to appear, either in person or by solicitor, and answer the bill of complaint therein filed against them, although the time limited for such appearance has expired,

It is thereupon, this 15th day of July, in the year 1936, by the Circuit Court for St. Mary's County, in Equity, adjudged, ordered, and decreed that the said bill of complaint be and the same is hereby, taken "Pro Confesso" against all of said defendants, heirs of the said William John Curtis, late of St. Mary's County, Md., deceased.

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

Wm. Mitchell Lakey,
Judge.

Filed July 17, 1936.

Examiner's return of testimony, together with one exhibit originally filed with Bill of Complaint.

To the Honorable Judges of the said Court:

The above cause being at issue and notice having been given me by the Solicitor for the Complainant of a desire to take testimony in the same, (leave of Court having been first obtained) I, C. Henry Caywood, one of the standing examiners of the Circuit Court for St. Mary's County, Maryland, in equity, duly appointed, qualified, and sworn, met at the office of Paul J. Bailey, Attorney, in Leonardtown, St. Mary's County, Maryland, and assigned the 30th day of July, 1936, at 2 o'clock P. M. and the office of Paul J. Bailey, Attorney, in Leonardtown, St. Mary's County, Maryland, as the place for the examination of witnesses in the said cause, and at which last mentioned day, time and place I attended in accordance with notice previously given to such meeting, and proceeded in the presence of Paul J. Bailey, Attorney for Complainant and the witnesses to take the following questions and the answers thereto.

(No appearance being entered for the Defendants)

John W. Hurry, being produced and by me duly sworn testifies as follows to interrogatories propounded.
State your name. Age. Residence and Occupation?
John W. Hurry 62 years of age. Clements, St. Mary's County, Maryland. Farmer.
Do you know the parties to this suit?
Yes, I know them all.
Did you know William John Curtis, in his lifetime; is he living or dead, if dead, when and where did he die and did he leave any last will or testament?
Yes, I knew William John Curtis. He is dead, and died during the year 1932, in St. Mary's County, Maryland. He never left any will that I have ever heard of.
Do or do you not the said William John Curtis indebted to you during his lifetime, and if so, what is the amount now due and owing?
Yes, on the 18th Day of January, 1931, he was indebted to me the sum of $75.00, by a note. The note was not paid when due but on September 15th, 1933 William John Curtis paid me the sum of $19.25 and May the 15th, 1934, he paid me the sum of $37.00. There is now due me the sum of $38.57.
(Solicitor for the complainant herewith files with the examiner the said note, now marked Examiner's Exhibit "A.")
Mr. Hurry what heirs and descendants did the said William John Curtis leave surviving him?
He left a widow Matilda Curtis and the following children: A son Mathias Curtis whose wife is Mary Matilda Curtis both are of age and live in St. Mary's County, Maryland. Henry Curtis whose wife is Martha Curtis, both are of full age and reside in this County, A daughter, Annie Curtis Armstrong whose husband is Thomas Armstrong, both are of full age and reside in St. Mary's County; A son, Daniel Curtis whose wife is Agnes Curtis, both adults and reside in Montgomery County, Maryland, and a son, Ignatius Curtis whose wife is Henrietta Curtis, both are adults and live in Washington, D.C.
What property did the said William John Curtis leave?
He did not leave sufficient personal property to pay off his debts, but he did leave several small tracts of land located in the 4th Election District.
What is the value of this real estate?
I would say that it is worth about $350.00.
Mr. Hurry, the balance due under the note referred to above has not been paid?
No sir, there is still due me the sum of $38.57.
In answer to the general interrogatory propounded by the examiner to the witness, he answered "No sir."

J. W. Hurry

Test:
C. Henry Camalier.

Agnes M. Kurry being produced and by me duly sworne testifies as follows to interrogatories propounded.
State your name. Age. Residence and Occupation.
Agnes M. Kurry, Over twenty-one year of age. Clements, St. Marys County, Maryland. Housewife.
Did you know William John Curtis in his lifetime, is he living or dead.
He is dead.
Was the said William John Curtis, in his lifetime indebted to your husband, John D. Kurry?
Yes, my husband, John D. Kurry loaned him $75.00 and I witnessed his signature by his mark on note given to secure this loan.
Mrs. Kurry I now hand you the note purporting to have been given your husband John D. Kurry by William John Curtis, and ask you is this the note given by the said William John Curtis to your husband?
Yes, William John Curtis signed this note by mark, in my presence and I witnessed the same.
Has this note ever been paid?
I only know from what Mr. Kurry has told me that there is still a balance due him.
In answer to the general interrogatory propounded by the examiner to the witness, she answered, No sir
Test: Agnes M. Kurry.
C. Henry Camalier.
At the request of the Solicitor for the Complainant, the taking of testimony was adjourned, to meet again on the 31st day of July, 1936, at 10 o'clock A. M. At which time the testimony was resumed.
Present-
Henry Curtis a witness of lawful age, who being produced and by me duly sworn testifies as follows to interrogatories propounded.
State your name. Age. Residence and Occupation?
Henry Curtis. 54 years of age. I live near River Springs, St. Marys County, Maryland. Farming.
Do you know the parties to this suit, or any and which of them?
Yes, I know them all.
What relation are you to William John Curtis.
I am his son.
Is the said William John Curtis living or dead, and if dead, when and where did he die, and did he leave any last will or testament?
He is dead. He died during the year 1935, some time about the first part of June. He died in St. Marys County. He left no will that I ever heard of.
Was he married at the time of his death?
Yes.

What heirs and descendants did the said William John Curtis leave?
He left a widow, Matilda Curtis, residing in St. Mary's County, Maryland, a son, Mathias Curtis whose wife is Mary Matilda Curtis, both adults and reside in St. Mary's County; Myrtle Henry Curtis, my wife being Martha Curtis, both who are adults and reside in St. Mary's County; a daughter Annie Curtis Armstrong whose husband is Thomas Armstrong, both adults and reside in St. Mary's County, a son Daniel Curtis whose wife is Agnes Curtis, both adults and reside in Montgomery County, Maryland, a son Ignatius Curtis whose wife is Henrietta Curtis, both adults and reside in Washington, D.C.
What property real and personal did he own?
He did not leave any personal property sufficient to pay his debts, but left three or four small tracts of land, situated in the 4th Election District, in the aggregate containing about 24 acres. known as Forrest Home" according to the deeds.
What is the value of this property?
I would say that it is worth about Three Hundred Dollars.
Do you know of any debts that William John Curtis left?
I do not know of any bills that he left.
In answer to the general interrogatory propounded by the examiner to the witness. "No sir."

Henry Curtis

Test:
C. Henry Camalier

No other witnesses being named or produced, to me, I, then at the request of the Solicitor for the Complainant closed the testimony taken in the said cause and now return it closed under my hand and seal, this First day of August, 1936, to this Honorable Court, together with one exhibit filed with the Bill of Complaint.

C. Henry Camalier (Seal)
Examiner.

Costs and expenses of the above commission on part of Complt.

C. Henry Camalier,	Examiner	3 days	$12.00
Agnes M. Kurry	Witness		.75

Filed August 1, 1936

Examiner's Exhibit "A"

See Plaintiff's Exhibit "A" recorded on page 444 of this book.

Filed July 30th, 1936

C. Henry Camalier,
Examiner

1769 N. E.

Filed Aug. 1, 1936.

Decree

The above cause standing ready for hearing and being submitted the Bill, Testimony, and all the other proceedings were by the Court, read and considered.

It is thereupon, this 18th day of August, in the year nineteen hundred and thirty-six by the Circuit Court for Saint Marys County, Adjudged, Ordered and Decreed, that the Real Estate of William John Curtis, late of St. Marys County, deceased, situated in the Fourth Election District of St. Marys County, called and known as "Part of Fairest Home," being the same property mentioned in the proceedings be sold, and A. Kingsley Love and Paul J. Bailey be and they hereby are appointed Trustees to make said sale, and that the manner 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 Five Hundred Dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further 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 such newspaper or newspapers published in Saint Marys County, as they shall think proper, of the time, place, manner and terms of sale, which shall be $150.00 cash on day of sale and the balance of the purchase money to be paid upon Ratification of the sale by the Court, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before) the said 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 heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendants, and those claiming by, from or under them or either of them. And the said trustees 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 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.

Wm. Mennell Lake,
Judge.

Filed Aug. 18, 1936.

Trustee's Bond

Know All Men By These Presents, That We, A. Ringgley Lowe, Paul J. Bailey, Nora Lowe of St. Mary's County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents - sealed with our seals, and dated this thirty-first day of August in the year of our Lord one thousand nine hundred and thirty-six.

Whereas the above bounden A. Ringgley Lowe and Paul J. Bailey by virtue of a decree of the Circuit Court for Saint Mary's County, in Equity, have been appointed trustees to sell the real estate called and known as "Forest Home", located in the Fourth Election District of St. Mary's County, Md., mentioned in the proceedings in the case of John H. Curtis Vs. Heirs of William John Curtis, No. 1769, N. E., now pending in said Court.

Now The Condition Of The Above Obligation Is Such, That If The Above Bounden A. Ringgley Lowe and Paul J. Bailey, do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and
Delivered in the
Presence of
Ike Weiner.

A. Ringgley Lowe (Seal)
Paul J. Bailey (Seal)
Nora Lowe (Seal)

Bond Approved Sept. 5, 1936.

Jas. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1. Folio 68.

Filed Sept. 5, 1936.

Trustees Report of Sale, with Certificate of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Trustee Sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks prior to the 15th day of

 1769 N.E.

Sept., 1936 and that the first publication appeared in the issue of Aug. 21, 1936.

Harvey & Weiner,
Publishers
J.I. Weiner

Under and by virtue of a decree of the Circuit Court for St. Mary's County, in Equity, the undersigned, as trustees, will sell, by public auction, at the door of the Court House in Leonardtown, St. Mary's County, Maryland, at the hour of eleven o'clock in the morning on Tuesday, Sept. 15, 1936 all that tract or parcel of land, situate, lying and being in the Fourth Election District of St. Mary's County, and State of Maryland, called and known as "Part of Forrest Home," and containing twenty-four acres of land, more or less, being the Home of William John Curtis, deceased.

This land is situated on the county road near Buckwood and the Sacred Heart Church, convenient to the river.

The land is in good condition, improved by a dwelling house, barn and other outbuildings.

Terms of Sale, as prescribed by the decree: $150.00 cash on the day of sale and the balance of the purchase money to be paid upon ratification of the sale by the Court. Conveyancing and revenue stamps at the cost of the purchaser or purchasers. Taxes adjusted to date of sale.

A. Kingsley Love,
Paul J. Bailey,
Trustees
Charles P. Abell,
Auctioneer.

To The Honorable, The Judges Of Said Court:—

The report of A. Kingsley Love and Paul J. Bailey shows that, after giving bond with security, for the faithful performance of the trust reposed in them by the decree heretofore passed in the above entitled case, and have given at least three weeks' notice of the time, place, manner and terms of sale, by advertisements in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, as appears from certificate of publication of said notice hereto attached, they did, pursuant to said notice, attend at the door of the Court House in Leonardtown on Tuesday September 15th., 1936 at the hour of eleven o'clock in the morning, and then and there proceeded to sell the property mentioned in the proceedings in this case and directed to be sold, being all that tract or parcel of land, situate lying and being in the Fourth Election District of St. Mary's County and

State of Maryland, called and known as "Part of Forrest Home"; and containing twenty-four acres of land, more or less, according to deed, as more particularly described in the Bill, and sold the same to J. B. Adams, he being then and there the highest bidder therefore, at and for the sum of two hundred and fifty dollars; and the said purchaser has complied with the terms of sale by by depositing the one hundred and fifty dollars required by the advertisement of sale, and your Trustee have every reason to believe that said purchaser will fully comply with the terms of sale upon the final ratification thereof.

Respectfully submitted.

G. Kingsley Love
Paul J. Bailey
Trustees

State of Maryland, St. Mary's County, To Wit:—

I hereby certify that on this sixteenth day of September, 1936, before me, the subscriber, the Clerk of the Circuit Court in and for St. Mary's County aforesaid, personally appeared G. Kingsley Love and Paul J. Bailey, the Trustees named in the above report of sale, and made oath, in due form of law, that the several matters and things stated in said report of sale are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
State of Maryland.

Filed Sept. 16, 1936.

Order Nisi

In the Circuit Court for St. Mary's County. No. 1769 N. E.

Ordered by the Circuit Court for St. Mary's County this sixteenth day of September, in the year 1936, that the sale made and reported by G. Kingsley Love and Paul J. Bailey, Trustees, for the sale of the property mentioned in the proceedings, in the above entitled case, be ratified and confirmed unless cause to the contrary be shown on or before the second Monday in October, next; provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County once in each of four successive weeks before the said Second Monday in October next.

The report states the amount of the sale to be $2 5 2. 00.

1769 N. E.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Certificate of Auctioneer

This is to certify that, at the instance of A. Hingsley Lowe and Paul J. Bailey, the Trustees named in the proceedings in the above entitled case, I attend at the door of the Court House in Leonardtown, Md., on Tuesday September 15th, 1936, at the hour of eleven o'clock in the morning, and then and there proceeded to sell the property mentioned in the proceedings in said case, by public auction, to the highest bidder; and the highest bid made therefore was Two Hundred and fifty-five Dollars, and J. P. Adams was highest bidder, whereupon said property was sold to the said J. P. Adams at and for the said sum of two hundred and fifty-five Dollars.

As witness my hand this 15th day of September, in the year nineteen hundred and thirty-six.

Chas. P. Abell
Auctioneer.

September 15th., 1936.

Received of A. Hingsley Lowe and Paul J. Bailey, Trustees appointed by the Circuit Court for St. Mary's County, Md., to sell the real estate of William John Curtis, deceased (No. 1769. N. E.) Five Dollars, Auctioneer's Fee.

Chas. P. Abell,
Auctioneer.

Filed Sept. 16, 1936.

Order of Court finally Ratifying and Confirming Sale, with Certificate of Publication of Publication of Copy of Order Nisi thereon.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 12th day of October, 1936 and that the first publication appeared in the issue of Sept. 18th, 1936.

Harvey & Weiner,
Publishers.
J. L. Weiner.

Ordered by the Circuit Court for St. Mary's County, In Equity, this fourteenth day of October, in the year nineteen hundred and thirty-six, that the sale of the

property mentioned in the proceedings in the above entitled case, made and reported by A. Kingsley Lowe and Paul J. Bailey, the Trustees appointed by Decree of this Court to make said sale, be finally ratified and confirmed; no cause to the contrary thereof having been shown, although the notice required by law has been given, as appears from the certificate of the publication of the copy of the Order Nisi hereto attached and to be filed with this Order.

The case is referred to the Auditor for stating the account.

Wm. Mennell Laker,
Judge.

For Order Nisi see page 463 of this book entitled Order Nisi.
Filed October 15", 1936.

Tax Bills
1934-1935-1936

No. 485
Mr. Wm. J. Curtis — Seventh District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934 Date September 1, 1934
To County Tax on $663 rate 92c on $100. $6.63
To State Tax on $ " rate 22c on $100. 1.48
To 5 per cent commission on State Tax .08
To interest on County Tax from Sept. 1, 1934 .92
To interest on State Tax from Sept. 1, 1934 .21
$9.32

No. 335
Mr. Wm. J. Curtis — Seventh District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 Date September 1, 1935
To County Tax on $663 rate $1.00 on $100. $6.63
To State Tax on $ " rate 22c on $100. 1.45
To 5 per cent commission on State Tax .08
To interest on County Tax from Sept. 1, 1935 .53
To interest on State Tax from Sept. 1, 1935 .12
8.84

No. 157
Mr. Wm. J. Curtis — Seventh District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1936 Date September 1, 1936
To County Tax on $663 rate $1.00 on $100. $6.63
To State Tax on $ " rate 22c on $100. 1.45
To 5 per cent commission on State Tax .08
To interest on County Tax from Sept. 1, 1936 .13
To interest on State Tax from Sept. 1, 1936 .03
$8.32

Filed Nov. 4, 1936.

1769 N.E.

Examiner's Receipt

Received of A. Ringley Lowe and Paul J. Bailey, Trustees the sum of Twelve Dollars, Examiners Fee in the case of John W. Harry, Plaintiff Vs. Mathilda Curtis, surviving widow of William John Curtis et al. No. 1769 N. E.

C. Henry Camalier,
Examiner.

Filed Nov. 5, 1936.

Bill
St. Mary's Enterprise

Messrs. Paul J. Bailey and A. Ringley Lowe, Trustees
Wm. John Curtis

May 15-36	Order of Publication	12" @	$1.50	$ 18.00
" 22-36	" " "	12" @	.75	9.00
" 29 and June 5th-36				18.00
Aug. 21-36	Adv. Sale	6" @	1.50	9.00
" 28 and Sept. 4 and 11				12.50
	order Nisi's			12.00
	(Order Nisi to Enterprise)			$82.50

Filed Nov. 5, 1936

Auditor's Report.

In account with Paul J. Bailey and A. Ringley Lowe, Trustees.

By proceeds from sale, per their Report $225.00

To amount due Jos. M. Mattingly, Clerk, his fees		$ 19.50
" " " Paul J. Bailey, Attorney, his fee		12.00
" " " A. Ringley Lowe, Attorney, his fee		12.00
" " " Bailey & Lowe, Trustees, their commns.		12.20
" " " Paul J. Bailey, Copies for Exhibits		2.30
" " " C. Henry Camalier, Examiner, Fee Trustees		12.00
" " " Agnes M. Harry, Witness, her fee.		.75
" " " H. Edington Bell, Rdy. Montgomery County		1.00
" " " J. Bernard Lowe, Sheriff, Fee Fee		6.00
" " " John B. Crawford, W. L. Marshall, Fee Trustees		3.00
" " " Chas. O. Abell, Auctioneer, Fee Trustees		2.00
" " " St. Mary's Enterprise, Advertising		82.50
" " " Marquis F. King, Auditor, his fee		9.00
To amount distributable as taxes, etc.		68.62
	$225.00	$225.00

By amount for taxes, etc., ut supra $ 68.62

To amount due Jos. B. Henry, Co. Treas, Taxes 1934	$ 9.32
" " " Harrison Hobbs, Co. Treas. Taxes 1935	8.84
" " " Harrison Hobbs, Co. Treas. Taxes 1936	6.65
To amount distributable to Creditors	43.82
	$68.62

By amount distributable to Creditors, ut supra $43.83
To amount due John D. Murry in part payment of note in the amount of $75.00 $43.83

$43.83 $43.83

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Trustees with the proceeds from sale, per their report, and, after crediting them with their costs and expenses and taxes due, the net balance is distributable to John D Murry, Note Creditor in part payment of his claim.

All of which is respectfully submitted,

Alex. F. King,
Auditor.

November 17, 1936.
Filed Nov. 18, 1936.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Marys County, Maryland, in Equity this 19th day of November in the year 1936 that the report of the Auditor made, stated and filed in the above entitled cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday in December, 1936, provided a copy of this order be published in some newspaper printed and published in St. Marys County, Maryland, once in each of four successive weeks before the said second Monday in December, 1936.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Marys County,
Maryland.

Filed Nov. 19" 1936.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Marys County Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Marys Enterprise, a newspaper published in Saint Marys County Maryland, once a week for 4 successive weeks, prior to the 14 day of December, 1936 and that the first publication appeared in the issue of Nov. 20, 1936.

Harvey & Weiner,
Publishers
Ike Weiner.

Ordered by the Circuit Court for St. Marys County,

Maryland, in Equity, this 19th day of November, in the year 1936, that the report of the Auditor made, stated and filed in the above entitled case be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday in December, 1936, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said second Monday in December, 1936.

Jas. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

True Copy - Test:
Jas. M. Mattingly,
Clerk.

Filed Dec. 16, 1936.

Final Order Ratifying Auditors Report.

Ordered By The Circuit Court For St. Mary's County, this 16th day of December, in the year nineteen hundred and thirty-six, That the Report of the Auditor, made and filed, in the above entitled case on November 19th, 1936, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice as required by law, had been given, as appears from the certificate of the publication of the copy of the Order Nisi upon said report hereto attached and to be filed with this order.

Wm. Merrell Lakes,
Judge.

Filed Dec. 16, 1936.

Thomas M. Harrington, Assignee
The Federal Farm Mortgage Corporation, a body corporate, Holder of Mortgage from Leonard A. Pilkerton and Mary C. Pilkerton, his wife,
ex parte.

In the Circuit Court for St. Mary's County, Maryland.
(In Equity.)
No. 1778 N. E.

Order to Docket Suit.

Mr. Clerk:—

Please docket suit in the above entitled cause, file Mortgage and Assignment, Exhibits "A" and B," respectively, and enter appearance of Thomas M. Harrington, and John W. P. Briscoe as Solicitors for the Assignee.

Thomas M. Harrington
John W. P. Briscoe,
Solicitors for the Assignee.

July 8, 1936.
Filed July 9, 1936

Exhibit "A."

This Mortgage, made the Twenty Seventh day of July in the year Nineteen hundred and Thirty Four, by and between Leonard A. Pilkerton and Mary C. Pilkerton, his wife of the County of St. Mary's, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "Mortgagor," shall be considered as referring to both sexes and to all parties, whether one or more, entitled in said term), party of the first part, and the Land Bank Commissioner, whose address is at the City of Baltimore, State of Maryland, acting pursuant to Part 3 of the Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933," hereinafter called Commissioner," party of the second part,

Witnesseth: That Whereas, said Mortgagor is justly indebted to said Commissioner in the principal sum of $1200.00, this day lent said Mortgagor by said Commissioner;

And Whereas, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated July 2, 1934, for said principal sum of $1200.00, with interest on said principal sum, or unpaid balance thereof, at the rate of Five per centum per annum, payable semi-annually on the First day of January and July in each year, said principal sum being payable on an amortization plan and in Ninteen (semi-annual) equal successive instalments of $60.00 each, the first such instalment being payable on the First day of January, 1938, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $60.00 payable on the First day of July, 1947 unless the debt

be sooner paid or matured; and the better to secure the payment of said principal sum and interest in the manner and at the time above set out, this mortgage is executed and delivered:

Now Therefore, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns.

All that tract or parcel of land situate in the Third Election District, St. Mary's County, in the State of Maryland, containing 139 acres, 2 roods and 27.5 poles, and more fully described in a mortgage from Leonard A Pilkerton and Mary C. Pilkerton, his wife, to The Federal Land Bank of Baltimore, dated July 27th, 1934, and recorded among the Land Records of said County, prior to the recordation of this mortgage, which description therein mentioned is hereby referred to and made a part hereof as though textually incorporated herein.

Being the same land which was conveyed to said Leonard A. Pilkerton by deed from Ernest W. Hathaway and his wife, dated April 14, 1925; and recorded among the Land Records of said County in Liber J M M. 3, folio 101.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining. This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior mortgage dated the 27th day of July, 1934, in favor of The Federal Land Bank of Baltimore and on this day owned by Federal Land Bank of Balto. and recorded among the Land Records of St. Mary's County, Maryland, in Liber No. 2, Folio 147, which said mortgage is a lien on the property hereby conveyed ~~or the following described portion thereof, to wit:~~

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurance thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy, or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessments, judgments or other amounts and/or may effect and/or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed, are true, and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commisssioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in anyway affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said Commissioner and, upon his failure so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable,or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforsaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hand s and seal s of the said Mortgagor s.

TESTE:

M. Catharine Grinnell

Leonard A. Pilkerton (SEAL)

Mary C. Pilkerton (SEAL)

(SEAL)

(SEAL)

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 1st day of August, in the year one thousand nine hundred and Thirty Four, before me, the subscriber, a notary public of the State of Maryland in and for the county aforesaid, personally appeared Leonard A. Pilkerton and Mary C. Pilkerton, his wife and acknowledged the foregoing mortgage to be their act; and that at the same time appeared Richard H. Pembroke and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

Witness My Hand And Notarial Seal the day and year first above written.

1778 N. E.

My commission expires 5/6/35 (N. P.) (Seal)

M. Catharine Grennell
Notary Public.

Left for record at 11:00 o'clock A. M. on the 8th day of August, 1934. Recorded in Mtge. Bk. J. M. M. # 5 f. 147 Recording fees, etc., $ 5.25 paid

Jos. M. Mattingly
Clerk.

Filed July 9, 1936.

Exhibit "B"

Assignment of Mortgage.

This Assignment Of Mortgage, made this 8th day of July, 1936, by The Federal Farm Mortgage Corporation, a body corporate, party of the first part, and Thomas M. Harrington, Assignee for the purpose of foreclosure and collection, party of the second part.

Whereas, by mortgage dated July 27, 1934 and recorded among the Land Records of St. Mary's County, Maryland in Liber J. M. M. No 5, Folio 147, Leonard A. Pilkerton and Mary C. Pilkerton, his wife, granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an Act of Congress of the United States, known as the Emergency Farm Mortgage Act of 1933, all that certain tract of land situate in the County and State aforesaid, containing 129 acres, 2 roods and 27.59 poles, to secure the payment of a debt for the sum of $1200.00.

Whereas, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an officer of the United States, acting pursuant to the provisions of Part 3 of the Emergency Farm Mortgage Act of 1933, as amended (U. S. C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of A. P. Goss, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

Whereas, under and by virtue of the provision of Section 3 of the Federal Farm Mortgage Corporation Act (U. S. C. Title 12, Section 1020-B) said amortization note and mortgage, standing of record in the name of the Land Bank Commissioner, as aforesaid, are the property of the Federal Farm Mortgage Corporation, a corporation, and said corporation is now the owner of the amortization note and mortgage herein described and

Whereas, the said Leonard A. Pilkerton and Mary C. Pilkerton, his wife, have defaulted under the terms and conditions of the said mortgage, and the said the Federal Farm Mortgage Corporation, a body corporate, as owner of said mortgage debt and amortization note secured

thereby has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to Thomas M. Harrington, Assignee for the purpose of foreclosure and collection.

Now, Therefore, in consideration of the premises and the sum of $1.00, the receipt whereof is hereby acknowledged, the said Federal Farm Mortgage Corporation, a body corporate, doth grant and assign unto the said Thomas M. Harrington, Assignee, for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by the said Leonard A. Pilkerton and Mary C. Pilkerton, his wife, to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

In Witness Whereof, the Federal Farm Mortgage Corporation has caused these presents to be executed on its behalf by L. E. Rogers, its Vice-President, and the corporate seal to be hereunto affixed by J. B. Vaughan, its Assistant Secretary.

Attest:
J. B. Vaughan,
Assistant Secretary (Corp) (Seal)

The Federal Farm Mortgage Corporation,
a body corporate,
By: L. E. Rogers.
Vice-President.

State of Maryland, City of Baltimore ss:

I hereby certify that on this 8th day of July, 1936, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared L. E. Rogers, Vice-President of the Federal Farm Mortgage Corporation, a body corporate, and acknowledged the aforegoing Assignment of Mortgage to be the act of said corporation.

In Witness Whereof, I hereunto set my hand and affix my notarial seal the day and year first above written.

My commission expires 5/2/37. (N. P.) (Seal)

Nellie Eisinger,
Notary Public.

Received this 9th day of July, 1936 at 11:00 o'clock A. M., for record, and same day recorded in Liber J. M. M. No. 2, folio 250 one of the Mortgage records of St. Mary's County and examined per me.

Recdg. $2.00 Paid.

Jas. M. Mattingly,
Clerk.

Filed July 9 1936.

Statement of Mortgage Claim

Statement Of Mortgage Claim of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned

by it and executed by Leonard A. Pilkerton and Mary C. Pilkerton, his wife, dated July 27, 1934, and recorded among the Land Records of Saint Marys County, Maryland, in Liber J. M. M. No. 5, folio 147:

Principal Amount of Mortgage	$1200.00
Interest @ 5% from 11/8/35 to 8/15/36	95.83
Total	$1295.83

State of Maryland, City of Baltimore, to wit:—

I hereby certify that on this 15th day of July, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared L. E. Rogers, Vice-President of the Federal Farm Mortgage Corporation, aforesaid, and made oath in due form of law that the foregoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation on its mortgage claim described above and that it has not received any security or satisfaction therefor whatsoever.

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

My Commission expires 5/3/37. (N.P.) (Seal) Nellie Eisinger, Notary Public

Filed July 21, 1936.

Order Prescribing Penalty in Bond

Order prescribing penalty in bond.

Whereas understand by virtue of a mortgage from Leonard A. Pilkerton and Mary C. Pilkerton, his wife, to The Land Commissioner, recorded in Mortgage Liber J. M. M. No. 5, folio 147, one of the Land Mortgage Records of St. Mary's County, Maryland, the Mortgagee and assigns was empowered to sell the property therein described and mentioned, and,

Whereas the said Thomas M. Harrington, assignee of said mortgage, has expressed the contingency for the sale of same, having accepted, and has requested the undersigned, the Clerk of the Circuit Court for St. Marys County, Maryland, to prescribe the penalty in the attorney bond, under and by virtue of the Act of Assembly of Maryland, made and provided in such cases, in conformity therewith, I do, therefore, hereby prescribe the penalty in said bond shall be Two Thousand Dollars ($2,000.00).

Jas. M. Mattingly, Clerk.

Filed July 21, 1936.

Assignee's Bond

Know All Men By These Presents, That we, Thomas M. Harrington, Assignee, as Principal, and American Bonding

Company Of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland, in the full sum of Two Thousand ($2000.00) Dollars, to the 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 this 24th day of July in the year Nineteen Hundred and Thirty-six.

Whereas, the above bounden Thomas M. Harrington, Assignee, by virtue of a power of sale contained in a Mortgage from Leonard A. Pilkerton and Mary C. Pilkerton, his wife, to the Land Bank Commissioner, dated July 27th, 1934, and recorded among the Land Records of St. Mary's County, Maryland, in Liber (Mortgage Book) J. M. M. No. 2, Folio 147, etc., and assigned to the said Thomas M. Harrington for the purpose of foreclosure, was given power to sell the property mentioned in said Mortgage in case of default; and default having occured, said Assignee has caused suit to be docketed intitled "Thomas M. Harrington, Assignee the Federal Farm Mortgage Corporation, a body corpolate, holder of Mortgage from Leonard A. Pilkerton and Mary C. Pilkerton, his wife, in parte" being No. 1778 New Equity, in the Circuit Court for St. Mary's County, Maryland, now pending in said Court.

Now, If the Condition Of The Above Obligation Be Such, That if the above bounden Thomas M. Harrington, Assignee, do and shall, well and faithfully perform the trust reposed in him by said Mortgage, or that may be reposed in him by any 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:
Clarice B. Pelton

Witness as to Surety:
Anabel B. Fenwick

Thomas M. Harrington (Real)
Assignee

(Corp.)
(Real)

American Bonding Company of Baltimore
By Lalia F. Shell
Attorney-in-Fact.

Within Bond, with surety, hereby approved this 25th day of July 1936.

Jos. M. Mattingly,
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1 Folio 67.
Filed July 25, 1936.

Report of Sale.

To The Honorable, The Judges Of Said Court:

The report of Thomas M. Harrington, Assignee, respectfully represents:

That under and by virtue of the power of sale contained in a mortgage from Leonard A. Pilkerton and

Mary C. Pilkerton, his wife, dated July 27, 1934, and recorded among the Land Records of St. Marys County, Maryland, in Liber J. M. M. No. 2, folio 147, duly assigned to the said Thomas M. Karrington for the purpose of foreclosure, default having occurred in said mortgage and both the Federal Farm Mortgage Corporation, owner of said mortgage and the debt secured thereby, and Thomas M. Karrington, the Assignee thereof as aforesaid, having elected that the whole indebtedness shall be immediately due, the said Thomas M. Karrington, Assignee, after having given bond with approved security as required by law and by said mortgage, did after twenty days public notice in the Saint Marys Beacon, a newspaper published in Saint Marys County, Maryland, pursuant to said notice, on Wednesday, August 5, 1936, at 1:00 o'clock P. M. attend at the Court House in Leonardtown, Saint Marys County, Maryland, and then and there sold at public auction unto the Federal Farm Mortgage Corporation at and for the sum of $5-00.00, it being the highest bidder therefor, the following described property:

All that Farm consisting of a tract known as "Willow Bottom" and a portion of "Mount Pleasant" formerly occupied by Leonard A. Pilkerton and Mary C. Pilkerton, his wife, containing 139 12 acres, more or less, lying and being in the Third Election District, Saint Marys County, State of Maryland, Being all and the same land which was conveyed to Leonard A. Pilkerton by deed from Ernest D. Hathaway and wife, dated April 14, 1925, and recorded among the aforesaid Land Records in Liber J. M. M. No. 3, folio 101, excepting 5-4 acres heretofore released. Being also all and the same property covered by the mortgage first herein mentioned, to which deed and mortgage, and the references therein contained reference is hereby made for a more particular description of the property conveyed.

Said sale being made subject to the legal operation and effect of a prior mortgage from Leonard A. Pilkerton and Mary C. Pilkerton, his wife, to The Federal Land Bank of Baltimore, dated July 27, 1934, and recorded among the aforesaid Land Records in Liber J. M. M. No. 2, folio 145, and further subject to a pole line right of way in favor of the Chesapeake and Potomac Telephone Company dated January 29, 1915, and recorded among the aforesaid Land Records in Liber E. B. 9. No. 17, folio 407.

Your Assignee further reports that the purchaser has agreed to comply with the terms of said sale.

All of which is respectfully submitted.

Thomas M. Karrington
Assignee.

State of Maryland, City of Baltimore, to wit:—

I hereby certify that on this 6th day of August, 1936,

before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thomas M. Harrington, Assignee, who made oath, in due form of law that the matters and things stated in the aforegoing report of sale are true and bona fide as therein set forth, and also that the said sale was fairly made.

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

My commission expires 5/3/37. (N. P.) (Seal) Nellie Eisinger Notary Public

Filed Aug. 8, 1936.

Order Nisi on Sale of Real Estate

Ordered by the Circuit Court for St. Mary's County, Maryland this Eighth day of August in the year nineteen hundred and thirty-six that the sale of the real estate made and reported by Thomas M. Harrington, assignee in the above entitled case be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday in September, 1936 provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of four successive weeks prior to said first Monday in September 1936.

The report shows that said real estate sold for the sum of Five Hundred Dollars ($500.00) subject to a prior mortgage in favor of the Federal Land Bank of Baltimore.

Jos. M. Mattingly.
Clerk of the Circuit Court for St. Mary's County Maryland.

Filed Aug. 8, 1936.

Certificate of Auctioneer

This is to certify that I acted as Auctioneer for the sale of all that farm consisting of a tract known as "Willow Bottom" and "Portion of Mount Pleasant" formerly occupied by Leonard G. Pilkerton and Mary E. Pilkerton, his wife, containing 139.12 acres more or less, lying and being in the Third Election District of St. Mary's County Maryland, said sale being held on Wednesday, August 5th, 1936 at one o'clock P. M. at the Court House Door in Leonardtown, St. Mary's County Maryland, and I sold said real estate to the Federal Farm Mortgage Corporation at and for the sum of Five Hundred Dollars ($500.00) subject to a prior mortgage in favor of the Federal Land Bank of Baltimore; said Federal Farm Mortgage Corporation

1778 N.E.

being then and there and for that sum the highest bidder therefor. I further certify that said sale was fairly made to the best of my knowledge and belief.

William B. Long,
Auctioneer.

Filed Aug. 10, 1936.

Certificate of Publication of Order Nisi on Sale of Real Estate.

In The Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi on Sale has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the first Monday in September 1936 and that the first publication appeared in the issue of August 11th, 1936.

A. F. King,
Publisher.

For "Order Nisi on Sale of Real Estate" see same as recorded on Page 477 of this book, entitled "Order Nisi on Sale of Real Estate."
Filed Oct. 10, 1936.

Order of final Ratification of sale of Real Estate and reference to Auditor.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this tenth day of October, in the year nineteen hundred and thirty-six that the sale of the real estate made and reported by Thomas M. Harrison, Assignee in the above entitled case, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as shown by Certificate of Publication of Order Nisi on said sale heretofore filed in this case, and the papers in this case are hereby referred to the Auditor of this Court in order that he may state an account between the said Assignee and those interested in the proceeds of the sale of said real estate.

Wm. Mennell Laker,
Judge.

Filed Oct. 10, 1936.

Bill

Do. Md. Sue. Agency, Leonardtown, Maryland.
Oct. 10, 1936.

Thomas M. Harrington, Assignee
Mortgage Sale Leonard A. Pilkerton, 1778 N.E.

To

The Southern Maryland Insurance Agency, Dr.
1936
July 24 To Premium on Assignee's Bond,
American Bonding Co. of Baltimore, #609904 $10.00
Filed Oct. 12. 1936.

Tax Bill
1935 - 1936

No. 545
Mr. L. A. Pilkerton Third District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 Due September 1, 1935
To County Tax on $4408 rate $1.00 on $100. $ 44.08
To State Tax on $ " rate 22c on $100. 9.70
To 5 per cent commission on State Tax .49
To interest on County Tax from Sept. 1, 1935 3.30
To interest on State Tax from Sept. 1, 1935 .73
$58.30

No. 275
Mr. L. A. Pilkerton Third District
To Harrison Hobbs, County Treasurer. Dr.
Taxes for year 1936 Due September 1, 1936
To County Tax on $4405 rate $1.00 on $100. $ 44.08
To State Tax on $ " rate 22c on $100. 9.70
To 5 percent commission on State Tax .49
To interest on County Tax from Sept. 1, 1936 .66
To interest on State Tax from Sept. 1, 1936 .14
$55.07

Filed Oct. 12, 1936.

Certificate of Publication of Notice of Sale.

In the Circuit Court for St. Marys County, Maryland.

This is to certify that the annexed Notice of Sale of Real Estate has been published in the Saint Marys Beacon, a newspaper published in St. Marys County, Maryland once a week for four successive weeks, prior to the 5th day of August, 1936 and that the first publication appeared in the issue of July 30th, 1936.

A. F. King,
Publisher
King.

Thomas M. Harrington and
John H. T. Briscoe,
Attorneys

Assignee's Sale of Valuable Farm Property, located in Mickley Neck, Third Election District, Saint Marys County, Maryland.

Under and by virtue of power of sale contained in a mortgage from Leonard A. Pilkerton and Mary C. Pilkerton,

his wife, dated July 27. 1934, and recorded among the Land Records of Saint Mary's County, State of Maryland, in Liber J. W. M. No. 5. Folio 147, which said mortgage was duly assigned to the undersigned Assignee for the purpose of foreclosure and collection, default having occurred. the said undersigned Assignee will offer at public sale at the court House in Leonardtown, Saint Mary's County, Maryland, on Wednesday, the 5th day of August, 1936 at 1.00 o'clock P. M.

All that farm consisting of a tract known as "Willow Bottom" and a portion of "Mount Pleasant" formerly occupied by Leonard A. Pilkerton and Mary C. Pilkerton his wife, containing 139.13 acres, more or less, lying and being in the Third Election District, Saint Mary's County, Maryland six (6) miles South of Leonardtown on the road leading from Medley Neck to Valley Lee. Being all the same land which was conveyed to Leonard A. Pilkerton by deed from Ernest D. Nathaway and wife, dated April 14. 1925, and recorded among the aforesaid Land Records in Liber J. M. M. No. 3. folio 161, excepting .54 acres heretofore released, to which deed reference is hereby made for a further description of the said land.

This property is suitable for farming with crops raised in this County and locality. There are 60 acres suitable for cultivation, the balance being woodland. The property is improved by large dwelling, two tobacco barns and numerous other outbuildings.

This property will be sold subject to the legal operation and effect of a prior mortgage, the terms of which and the balance due wherein will be announced at the time and place of sale, and further subject to a state line right of way in favor of the Chesapeake and Potomac Telephone Company, dated January 29, 1925 and recorded among the aforesaid Land Records in Liber E. B. L. No. 17, folio 407.

Terms of Sale - $250.00 cash on day of sale, balance upon final ratification of sale by the Circuit Court of said County. Taxes and other charges adjusted to day of sale. Deed and title papers at cost of purchaser.

Thomas M. Harrington,
Assignee.
Baltimore Trust Building
Baltimore, Maryland.

Filed Oct. 14, 1936.

Auditor's Report

In account with Thomas M. Harrington, Attorney-Assignee.

By proceeds from sale per his report		$250.00
To amount due Jas. M. Mattingly, Clerk, his fee		$ 31.00
" " " Thomas M. Harrington, Attorney (argument)		25.00
" " " Thomas M. Harrington, Atty-Assignee Commis.		25.00

To amount due St. Mary's Beacon, Advertising		$ 56.25
" " " Md. Sur. Agency. Prem. on Bond		10.00
" " " Wm. B. Long, Appraiser, his fee		2.00
" " for U. S. R. Stamps on Deed, Use Atty.		.50
" " " Recording Mtg. Assignment, Use Attorney		2.00
" " due Aloysius F. King, Auditor, his fee		9.00
To amount for taxes, etc.		346.25
	$500.00	$500.00
By amount for taxes, etc., ut supra	$346.25	
To amount to Harrison Hobbs, Co. Treas. Taxes, 1935		$ 55.30
To amount to Harrison Hobbs, Co. Treas. Taxes, 1936.		55.07
To amount to apply on Mortgage		232.88
	$346.25	$346.25
By amount to apply on Mortgage, ut supra	$232.88	
To The Federal Farm Mortgage Corporation, holder of Mortgage, on account of principal and interest amount to $1,292.53		$232.88
	$232.88	$232.88

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first, charging the Attorney-Assignee with the proceeds of sale, and, after crediting him with his costs and expenses of mortgage in part payment of mortgage principal and interest.

All of which is respectfully submitted.

Aloy. F. King.
Auditor.

Filed Nov. 11, 1936.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this twelfth day of November in the year nineteen hundred and thirty-six that the report of the Auditor, made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday of December, nineteen hundred and thirty-six, provided a copy of this Order be published in some newspaper printed in St. Mary's County, Maryland once in each of four successive weeks before the said first Monday in December, nineteen hundred and thirty-six.

 1778 N. E.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Filed Nov. 12, 1936.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County Maryland

This is to certify that the appended Order Nisi #1778 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks prior to the 1st Monday in December 1936 and that the first publication appeared in the issue of Nov. 13th, 1936.

A. F. King,
Publisher

For "Order Nisi" see "Order Nisi on Auditor's Report" on page 481 of this book.
Filed Dec. 12, 1936

Order of Court finally ratifying Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this fifteenth day of December in the year nineteen hundred and thirty-six that the report of the Auditor made, stated and filed and the above entitled case be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as shown by the Certificate of the Publication of the Order Nisi heretofore filed in this case.

Wm. Merrell Loker,
Judge.

Filed Dec. 15, 1936.

Motion for Decree in Personam and Order Nisi of Court Thereon.

To The Honorable, The Judges Of This Court:—

The motion of The Federal Farm Mortgage Corporation, holder of mortgage in the above entitled cause, respectfully represents unto your Honors:

1. That your Petitioner assigned unto Thomas W. Harrington for the purpose of foreclosure and collection, that certain mortgage executed by Leonard A. Pilkerton and Mary C. Pilkerton, his wife, heretofore filed in these proceedings.

2. That the above entitled cause has been instituted by the said Thomas W. Harrington, Assignee, in performing the legal requirements pursuant to the foreclosure of the aforesaid mortgage.

3. That there is still remaining due and unsatisfied to your Petitioner

upon the mortgage claim in this cause the sum of $1060.45 as of August 5, 1936, as was found and determined by the Auditor's Account herein, which said Account was by this Honorable Court finally ratified on the December 15, 1936, as will appear by reference to said Account, which Account and all other papers in the above entitled cause are hereby prayed to be taken as part hereof.

4. That under the provisions of Section 24, Article 66 of the Code P.G.L. Md. (1924) your Petitioner is entitled to a decree in personam for the sum of $1060.45 with interest from August 5, 1936, against the said Leonard A. Pilkerton and Mary C. Pilkerton, his wife, being entitled to maintain an action at law against the said mortgagors upon the covenants in the mortgage filed in this case for the balance of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

Wherefore, your Petitioner prays and moves for a decree in personam for the said sum of $1060.45 with interest from August 5, 1936, against the said Leonard A. Pilkerton and Mary C. Pilkerton, his wife, upon due notice being given by summons or otherwise as your Honorable Court may direct to the said Leonard A. Pilkerton and Mary C. Pilkerton, his wife.

And, As In Duty Bound, etc.

Thomas M. Harrington
John N. P. Briscoe,
Solicitors for Petitioner

The Federal Farm Mortgage Corporation
By L. E. Rogers,
Vice-President

State of Maryland, City of Baltimore, to wit:—

I Hereby Certify that on this 1st day of February, 1937, before me, the subscriber, a notary public of the State of Maryland, in and for the City aforesaid, personally appeared L. E. Rogers, known by me to be the Vice-President of the Federal Farm Mortgage Corporation, who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are correct and true as therein stated.

Given under my hand and notarial seal the day and year first above written.

My commission expires 5/3/37.

(N.P. Seal)

Nellie Eisinger
Notary Public.

Filed Feby. 13, 1937.

Order of Court

The aforegoing Petition having been read and considered, it is thereupon ordered by the Circuit Court for St. Mary's County this 13th day of February, 1937, that the Clerk of this Court be and he is hereby directed to issue a writ of subpoena directed to the said Leonard A. Pilkerton and Mary C. Pilkerton, his wife, commanding them to be and appear in this Court on the first Monday of March, 1937 to answer the aforegoing motion and show cause, if any there be, within fifteen days from the return of said writ why a decree ought not to be entered as prayed.

A copy of the aforegoing petition and order to be left with Leonard A. Pilkerton and Mary C. Pilkerton at time of service of the subpoena.

Wm. Maxwell Loker,
Judge.

Filed Feby. 13, 1937.

Subpoena to answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland to Leonard A. Pilkerton Mary C. Pilkerton of Prince Georges County Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity,

482-B 1778 N. E.

at the Court House in said County on the First Monday of March, 1937 to answer the Petition for Decree in Personam against you in said Court exhibited.
Hereof fail not as you will answer the contrary at your peril.
Witness the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 13th day of February, 1937.
Issued 13th day of February, 1937.

(Court) Jos. M. Matthingly
(Seal) Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer of other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.
Summoned Lenard A. Pilkerton and Mary C. Pilkerton, his wife and left copy of of subpoena and copy of Petition and Order with them this 19th day of February, 1937.

J. Guy Bell,
Sheriff.

Filed
February 22, 1937.

Decree.

Lenard A. Pilkerton and Mary C. Pilkerton, his wife, mortgagors, in the above entitled cause, having been duly summoned to appear in accordance with the Order of this Court, passed on the 13th day of February, 1937, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown under the terms of the said Order, it is this 25th day of March, 1937 by the Circuit Court for St. Mary's County, adjudged and ordered that the Decree of this Court be and it is hereby entered in favor of the Federal Farm Mortgage Corporation, Petitioner in this cause, for the sum of $1060.42 with interest until paid from August 5, 1936, against the said Lenard A. Pilkerton and Mary C. Pilkerton, his wife, and all costs of suit accruing since the ratification of said account.

Wm. Mowell Loker,
Judge.

Filed March 25, 1937.

Thomas M. Harrington, Assignee
The Federal Farm Mortgage
Corporation, a body
corporate, holder of
Mortgage from John L.
Kargrove, widower, et parte

In the Circuit Court for
St Mary's County,
Maryland.
(In Equity)
No. 1767 N. E.

Order to Docket Suit

Mr. Clerk: —

Please docket suit in the above entitled cause, file Mortgage and Assignment, "Exhibits "A" and "B", respectively, add enter appearance of Thomas M. Harrington and John W. P. Bristow, as Solicitors for the Assignee.

Thomas M. Harrington
John W. P. Bristow
Solicitors for Assignee.

February 21, 1936.

Filed February 26, 1936.

Exhibit A.
Second Mortgage

This Mortgage, made the Eleventh day of April in the year nineteen hundred and Thirty Four, by and between John L. Kargrove, widower, of the County of St. Mary's, State of Maryland, hereinafter called Mortgagor, (and the pronouns "he", "his", "him" hereinafter used in reference to said term "Mortgagor" shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term) party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, State of Maryland, acting pursuant to Part 2 of the Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933", hereinafter called "Commissioner", party of the second part

Witnesseth: That Whereas, said Mortgagor is justly indebted to said Commissioner in the principal sum of $72-00.00, this day lent said Mortgagor by said Commissioner;

And Whereas, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated April 2, 1934 for said principal sum of $72-00.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the First days of October and April in each year, said principal sum being payable on an amortization plan and in Nineteen equal successive semi-

1761 N. E.

annual instalments of $275.00 each, the first such instalment being payable on the First day of October, 1937, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $375.00 payable on the First day of April, 1947, unless the debt be sooner paid or matured; and the latter to secure the payment of said principal sum and interest in the manner and at the time above set out; this mortgage is executed and delivered.

Now I Therefore, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioner, his successors and assigns,

All That tract or parcel of land situate in the Eighth Election District, St. Mary's County, State of Maryland, containing seven hundred and fifty-one (751) acres, one rood, thirty-four and three-fifths (34-3/5) perches, and being more fully described in a mortgage from John L. Kargrove, widower, to the Federal Land Banks of Baltimore, which mortgage is dated April 11, 1934 and recorded immediately prior hereto among the Land Records of said County, and which description therein mentioned is hereby referred to and made a part hereof as though fully incorporated herein.

Being the same land which was conveyed to the said John L. Kargrove by deed from The Arundel Sand and Gravel Company of Baltimore, and The Arundel Corporation, dated December 15, 1926 and recorded among the Land Records of said County in Liber J. M. M. 4, Folio 457.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining. This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior mortgage dated the 11th day of April, 1934, in favor of The Federal Land Bank of Baltimore and on this day owned by Federal Land Bank of Balto. and recorded among the Land Records of St. Mary's County, Maryland, in Liber No. J. M. M. Folio 61, which said Mortgage is a lien on the property hereby conveyed, ~~or the following described portion thereof, to wit~~:

Said Mortgagor hereby covenants that he will warrant ~~generally~~ specially the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurance thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy, or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this

mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessments, judgments or other amounts and/or may effect and/or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed, are true, and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commisssioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in anyway affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said Commissioner and, upon his failure so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable,or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforsaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hand.....and seal.....of the said Mortgagor.

TESTE:

J. Austin Hamilton

John L. Hargrove (SEAL)

(SEAL)

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 14th day of April, in the year one thousand nine hundred and Thirty Four, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared John L. Hargrove, widower, and acknowledged the foregoing mortgage to be his act. and that at the same time appeared Richard H. Pembroke and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named mortgagee to make this affidavit.

Witness My Hand And Notarial Seal the day and year first above written.

(N.P.)
(Seal)

J. Austin Hamilton,
Notary Public

My commission expires
May, 1935.

Left for record at 12:20 o'clock P. M. on the 24th day of April, 1934. Recorded in Mortgage Bk. J. M. W. #25 f. 69.
Recording fee, etc., $2.00 Paid

1769 N. E.

Jas. M. Mattingly,
Clerk.

Filed February 26, 1936.

Exhibit B.
Assignment of Mortgage.

This Assignment Of Mortgage, made this 21st day of February, 1936, by the Federal Farm Mortgage Corporation, a body corporate, and U. S. Gaes, Land Bank Commissioner, by The Federal Land Bank of Baltimore, a body corporate, its or his Attorney-in-fact, under Power of Attorney dated June 28, 1934 and recorded among the Land Records of St. Mary's County, Maryland, prior hereto, parties of the first part, and Thomas M. Harrington, Assignee for the purpose of foreclosure and collection, party of the second part.

Whereas, by Mortgage dated April 11, 1934, and recorded among the aforesaid Land Records of Mortgage Book J. M. M. No. 3, folio 64, John L. Hargrove granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an Act of Congress of the United States known as the Emergency Farm Mortgage Act of 1933, all that certain tract of land situate in the County and State aforesaid, containing 7 acres, 1 rood, and 34 3/5 perches, to secure the payment of a debt for the sum of Seventy-Five Hundred ($7500.00) Dollars.

Whereas, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the provisions of Part 2 of the Emergency Farm Mortgage Act of 1933, as amended (12 U. S. C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of U. S. Gaes, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

Whereas, under and by virtue of the provisions of Section 3 of the Federal Farm Mortgage Corporation Act (12 U. S. C. Title 12, Section 1020-B) said amortization note and mortgage, standing of record in the name of the Land Bank Commissioner, as aforesaid, are the property of the Federal Farm Mortgage Corporation, a corporation, and said corporation is now the owner of the amortization note and mortgage herein described.

Whereas, the said the Federal Farm Mortgage Corporation and U. S. Gaes, Land Bank Commissioner, by Power of Authority, duly executed and recorded as aforesaid, have authorized and directed said The Federal Land Bank of Baltimore to act as Attorney in their

behalf and stead in releasing or assigning any and all mortgages, deeds of trust and the notes secured thereby given to said Land Bank Commissioner and/or the Federal Farm Mortgage Corporation.

Whereas, the said John L. Hargrove has defaulted under the terms and conditions of the said mortgage, and the said the Federal Farm Mortgage Corporation, a body corporate, as owner of said mortgage debt and amortization note secured thereby, has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to Thomas M. Harrington, Assignee for the purpose of foreclosure and collection; and

Whereas, the said U. P. Gross, Land Bank Commissioner, is joined in this Assignment for the purpose of assigning any interest which he may have by virtue of said mortgage having been placed of record in his name as present incumbent of the office of Land Bank Commissioner.

Now, Therefore, in consideration of the premises and the sum of $1.00, the receipt whereof is hereby acknowledged, the said the Federal Farm Mortgage Corporation, a body corporate, and U. P. Gross, Land Bank Commissioner, by The Federal Land Bank of Baltimore, its and his Attorney-in-fact, under Power of Authority aforesaid, do grant and assign unto the said Thomas M. Harrington, Assignee for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by the said John L. Hargrove to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

In Witness Whereof, these presents are executed on behalf of the Federal Farm Mortgage Corporation, a body corporate, and U. P. Gross, Land Bank Commissioner, by The Federal Land Bank of Baltimore, its and his Attorney-in-fact as aforesaid, by G. F. O'Neill, its Vice-President and its corporate seal hereunto affixed and attested by J. B. Vaughan, its Assistant-Secretary.

The Federal Farm Mortgage Corporation,
a body corporate, and U. P. Gross,
Land Bank Commissioner, by
The Federal Land Bank of Baltimore,
its and his Attorney-in-fact.

Attest:
J. B. Vaughan (Corp.)
Assistant-Secretary. (Seal)

By: G. F. O'Neill
Vice-President.

State of Maryland, City of Baltimore, to wit:—

I Hereby certify that on this 21st day of February, 1926, before me, the subscriber, a notary public of the State

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of Maryland, in and for the City of Baltimore aforesaid, personally appeared G. F. O'Neill and J. B. Vaughan, Vice-Presidents and Assistant-Secretary, respectively, of the Federal Land Bank of Baltimore, and acknowledged the aforegoing Assignment of Mortgage to be the act of the Federal Land Bank of Baltimore as agent and Attorney-in-fact for the Federal Farm Mortgage Corporation, a body corporate, and G. P. Gross, Land Bank Commissioner, under Power of Attorney referred to in said Assignment of Mortgage.

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

My commission expires 2/3/37. (N. P.) (Seal)

Nellie Eisinger
Notary Public

Recorded this 26th day of February, 1936 at 9:30 o'clock A. M., for record, and same day recorded in Liber J. M. M. No. 57, folio 464 one of the Mortgage records of St. Mary's County and examined per Jno.

Jos. M. Mattingly,
Clerk.

Recdg. $2.50
Filed February 26, 1936.

Statement of Mortgage Claim

Statement Of Mortgage Claim of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage hereinafter mentioned by it and executed by John L. Hargrove, widower, dated April 11, 1934 and recorded among the Land Records of Saint Mary's County, Maryland, in Liber J. M. M. No. 57, folio 69:

Principal Amount of Mortgage	$7500.00
Interest at 5% from 4/2/34 to 2/21/36	739.58
Total	$8239.58
Interest to 4/21/36	37.50
	$8277.08

State of Maryland, City of Baltimore, to wit:—

I hereby certify that on this 25th day of February, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared L. R. Ritchie, Assistant-Treasurer of the Federal Land Bank of Baltimore a body corporate, Agent and Attorney-in-Fact of said Federal Farm Mortgage Corporation under Power of Authority dated June 28, 1934, and recorded among the Land Records of Saint Mary's County, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation on its mortgage claim described above and that it has not

received any security or satisfaction thereof whatsoever.

As Witness my hand and Notarial seal

(N P)
(Seal)

Nellie Eisinger,
Notary Public

My commission expires 5/2/37.
Filed February 26, 1936.

Order prescribing penalty in Bond.

Whereas, under and by virtue of a mortgage from John L. Hargrove widower, to the Land Bank Commissioner of Baltimore, Maryland, recorded in Liber J. M. M. No. 5, folio 69, one of the Land Mortgage Records of St. Mary's County, Maryland, which mortgage was assigned to Thomas M. Harrington, attorney, for the purpose of foreclosure and collecting, the said attorney was empowered to sell the property therein described and mentioned, and whereas the said Thomas M. Harrington, attorney assignee of said mortgage has expressed his intention of selling said property, the contingency for the sale of same having occurred, and has requested the undersigned, the Clerk of the Circuit Court for St. Mary's County, Maryland, to prescribe the penalty for the attorney's bond, under and by virtue of the Act of Assembly of Maryland made and provided in such case and in compensation therefore I do therefore hereby prescribe the penalty in said bond shall be Ten Thousand Dollars ($10,000.00).

Jas. M. Mattingly,
Clerk.

Filed March 2, 1936.

Bond of Assignee

Know All Men By These Presents, That we, Thomas M. Harrington, Assignee, as Principal, and American Bonding Company of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full sum of Ten Thousand ($10,000.00) Dollars, to be paid to the said State or its certain Attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals this 5th day of March, in the year Nineteen Hundred and Thirty-six.

Whereas, the above bounden Thomas M. Harrington, Assignee, by virtue of a power of sale contained in a Mortgage from John L. Hargrove, widower, to The Land Bank Commissioner, dated April 11, 1934, and recorded among the Land Records of St. Mary's County, Maryland, in Mortgage Book No. 5, folio 69, and assigned

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to the said Thomas M. Harrington for the purpose of foreclosure, was given power to sell the property mentioned in said Mortgage in case of default; default having occured said Assignee has caused suit to be docketed entitled "Thomas M. Harrington, Assignee of the Federal Farm Mortgage Corporation, a body corporate, holder of Mortgage from John L. Hargrove, widower, ex parte," being No. 1767 Nets Equity, in the Circuit Court for St. Mary's County, Maryland, now pending in said Court.

Now The Condition Of The Above Obligation Is Such that if the above bounden Thomas M. Harrington, Assignee, do and shall well and faithfully perform the trust reposed in him by said Mortgage, or that may be reposed in him by any 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:
Claire B. Pelton

Thomas M. Harrington (Seal)
Assignee.

Witness as to Surety. (Corp.)
Mary F. King. (Seal)

American Banking Company of Baltimore,
By Louis F. Abell
Attorney-in-Fact.

Within Bond with surety, hereby approved.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Recorded in Bond Record Liber
Recorded in Bond Record Liber J. M. M. No. 1. Folio 63.
Filed Mar. 11, 1936.

Report of Sale.

To The Honorable, The Judges Of Said Court:

The report of Thomas M. Harrington, Assignee, respectfully represents:

That under and by virtue of the power of sale contained in a mortgage from John L. Hargrove, widower, dated April 11, 1934, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 5, folio 69, duly assigned to the said Thomas M. Harrington, the Assignee thereof as aforesaid, having elected that the whole indebtedness shall be immediately due, the said Thomas M. Harrington, Assignee after having given bond with approved security as required by law, which was duly approved, and after having complied with all the prerequisites as required by law and by said mortgage, did after twenty days public notice in the Saint Mary's Beacon, a newspaper published in Saint Mary's County, Maryland, and by other advertising inserted in the Washington Star,

a newspaper published in Washington, District of Columbia, and in the Daily Papers, newspapers published in the City of Baltimore, State of Maryland, pursuant to said notice, on Saturday, March 27th, 1926, at 1:00 o'clock P. M. attend at the Court House in Leonardtown, Saint Mary's County, Maryland, and then and there sold at public auction unto Adna R. Johnson at and for the sum of $12,000.00, he being at that figure the highest bidder therefor, the following described property:

All that farm known as "Cedar Point" and "Hog Island" formerly occupied by John L. Hargrove, widower, containing seven hundred fifty-one and one-half (751½) acres, more or less, lying and being in the Eighth Election District, Saint Mary's County, State of Maryland, on macadam road, three (3) miles from Pearson. Being the same land which was conveyed to the said John L. Hargrove by deed from the Arundel Sand and Gravel Company of Delaware and The Arundel Corporation dated December 1st, 1926, and recorded among the Land Records of said County in Liber J. M. M. No. 4, folio 427, to which deed reference is hereby made for a further description of the said land. The property above described being all land the same land covered by the mortgage first herein mentioned.

Said sale being made subject to the legal operation and effect of a prior mortgage from John L. Hargrove, widower, to The Federal Land Bank of Baltimore, dated April 11, 1924 and recorded among the aforesaid Land Records in Mortgage Liber J. M. M. No. 5, folio 67, and further subject to certain rights as to dredging sand and gravel reserved in the aforesaid deed from the Arundel Sand and Gravel Company of Delaware and The Arundel Corporation of the said John L. Hargrove, widower.

Your Assignee further reports that the purchaser has agreed to comply with the terms of said sale.

All of which is respectfully submitted,

Thomas M. Harrington,
Assignee.

State of Maryland, City of Baltimore, To wit:

I hereby certify that on this 22nd day of March, 1926, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thomas M. Harrington, Assignee, who made oath in due form of law that the matters and things stated in the aforegoing report of sale are true and bona fide as therein set forth, and also that the said sale was fairly made.

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

Nellie Eisinger
Notary Public

(N. P.)
(Seal)

My commission expires
May 3, 1927.

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Filed March 24" 1936.

Order Nisi on Sale of Real Estate

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 24th day of March, in the year 1936, that the report of sale of real estate made this 24th day of March, 1936, by Thomas M. Harrington, assignee of the mortgage in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the third Monday in April, 1936, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks prior to the said Third Monday in April, 1936.

The report of sale shows that the real estate sold for the sum of Twelve Thousand dollars, subject to the legal operation and effect of a prior mortgage and also subject to certain reservations as to sand and gravel.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Filed March 24" 1936.

Certificate of Auctioneer

I hereby certify that I acted as auctioneer for the sale of all that farm known as Cedar Point and Hog Island, formerly occupied by John L. Hargrove, widower, containing seven hundred and fifty-one and one-half (751½) acres, more or less, lying and being in the Eighth Election District, of St. Mary's County, State of Maryland, which was sold by Thomas M. Harrington, Assignee of mortgage, on Saturday, March 21, 1936, at 1 o'clock p. m. at Public auction, and sold said real estate to Edna R. Johnson at and for the sum of twelve thousand dollars ($12,000.00) subject to the legal operation and effect of a prior mortgage from John L. Hargrove, widower, to the Federal Land Bank of Baltimore, dated April 11, 1934, and recorded among the aforesaid Land Records in Mortgage Liber J. M. M. No. 5, Folio 67, and further subject to certain rights as to dredging sand and gravel reserved in the aforesaid deed from the Grundel Sand and Gravel Company of Delaware and The Grundel Corporation to the said John L. Hargrove, widower. I further certify that said sale was fairly made to the best of my knowledge and belief.

Chas. P. Abell
Auctioneer.

Filed March 27, 1936

Certificate of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland. No. 1767 N. E.

This is to certify that the appended Notice of sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for twenty days prior to the 21st day of March, 1936, and that the first publication appeared in the issue of Feb. 28th, 1936.

A. F. King,
Publishers.
A. F. K.

Thomas M. Harrington and
John H. T. Briscoe,
Attorneys.

Assignee's Sale of Valuable Water Front Property located in the Eighth Election District, in Saint Mary's County, Maryland.

Under and by virtue of power of sale contained in a mortgage from John L. Hargrove, widower dated April 11, 1934, and recorded among the Land Records of Saint Mary's County, State of Maryland, in Liber J. M. M. No. 5, folio 69, which said mortgage was duly assigned to the undersigned Assignee for the purpose of foreclosure and collection, default having occurred, the said undersigned Assignee will offer at public sale at the Court House in Leonardtown, Saint Mary's County, Maryland, on Saturday, the 21st day of March, 1936 at 1:00 o'clock P. M.

All that farm known as "Cedar Point" and "Hog Island," formerly occupied by John L. Hargrove, widower, containing seven hundred fifty-one and one-half (751½) acres, more or less, lying and being in the Eighth Election District, Saint Mary's County, State of Maryland, on macadam road, three (3) miles from Pearson. Being the same land which was conveyed to the said John L. Hargrove by deed from the Arundel Sand and Gravel Company of Delaware and the Arundel Corporation dated December 15, 1926, and recorded among the Land Records of said County in Liber J. M. M. No. 4 Folio 457, to which deed reference is hereby made for a further description of the said land.

This farm is suitable for farming with crops raised in this County and locality. There are four hundred (400) acres suitable for cultivation, one hundred fifty (150) acres in timber, and the balance oyster beds. There are two dwellings, six tenant houses, barn and numerous other outbuildings. The property has been extensively improved by the owner and of especial advantage and interest is a complete water system, with towers, tanks and piping to all the buildings. The property is suitable for opera-

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tion as a livestock, grain and poultry farm.

This property will be sold subject to the legal operation and effect of a prior mortgage, the terms of which and the balance due whereon will be announced at the time and place of sale, and further subject to certain reservations in the deed to the said John L. Hargrove as to dredging sand and gravel.

Terms of Sale: One Thousand ($1000.00) Dollars cash on day of sale, balance upon final ratification of sale by the Circuit Court of said County. Taxes and other charges adjusted to day of sale. Deed and title papers at cost of purchaser.

Thomas M. Harrington,
Assignee.
Baltimore Trust Building,
Baltimore, Maryland.

Filed Mar. 31, 1936.

Certificate of Publication of Order Nisi on Sale of Real Estate

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Notice Order Nisi on Sale of real estate has been published in the Saint Mary's County, Maryland once a week for four successive weeks, prior to the third Monday in April, 1936 and that the first publication appeared in the issue of March 27th, 1936.

A. F. King,
Publisher
King.

For "Order Nisi on Sale of Real Estate" see page 492 of this book.
Filed Apr. 20, 1936.

Order of final Ratification of sale of real estate and reference to Auditor.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this twenty-first day of April in the year nineteen hundred and thirty-six that the report of sale of the real estate of the said John L. Hargrove, Mortgagor, made by Thomas M. Harrington, Assignee of Mortgage, in the above entitled case be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as shown by the Certificate of Publication of Order Nisi on said report of sale heretofore filed in this case. And the papers in this case are hereby refered to the Auditor of this Court in order that he may state an account between the said Thomas M. Harrington, Assignee of said Mortgage and those interested in the distribution of the proceeds of sale.

Wm. Merrell Loker
Judge

Filed April 22, 1936.

Bill

The Pa. Md. Ins. Agency

Leonardtown, Maryland.
April 23, 1936

Mr. Thomas M. Harrington
#1767 N. E. (Hargrove).

To The Southern Maryland Insurance Agency Dr.

1936
March 2 To Premium American Surety Co. #609688 40.00

Filed May 21, 1936.

Bill

St. Mary's Beacon

John W. P. Briscoe & Thos. M. Harrington, Attys.

1936.
Feb. 28 To publishing Assignees Sale Real Estate sale,
John L. Harryman, 4 times $42.12
March 27 Nisi " 7.50
7.50
$57.12

Filed May 21, 1936.

Bill

The A. S. Abell Publishing Co.

Mar. 30, 1936

Mr. Thos. M. Harrington, Assignee
640 Balto. Trust Bldg.
City.

Mar. 27 Ref F & Ldr. 17 2 12.58

Filed May 21, 1936.

Bill

The Evening Star Newspaper Co.

Mr Thos. M. Harrington
Baltimore Trust Bldg.,
Baltimore, Md.

May 5, 1936.

1936.
Mar. 19 Auction Sale 3 times 19 lines $10.26

The Evening Star paid
May 1, 1936
Newspaper Company By E C J.

1767 N. E.

Filed May 21, 1936

Tax Bills
Yrs. 1934-1935

No. 349
Mr. John L. Hargrove 8 District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934 Due September 1, 1934

To County Tax on $3885-0 rate 92c on $100.	$35.74
To State Tax on $ " rate 22c on $100.	8.55
To 5 per cent commission on State Tax	.42
To interest on County Tax from Sept. 1, 1934	1.10
To interest on State Tax from Sept. 1, 1934	.83
not due	.50
	$45.64

Paid Nov. 17, 1936

Received Payment,
Jos. B. Drury,
County Treasurer,
St. Mary's County.

No. 191
Mr. John L. Hargrove Eighth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 Due September 1, 1935.

To County Tax on $ 3885-0 rate $1.00 on $100	$388.50
To State Tax on $ " rate 22c on $100	8.55
To 5 per cent commission on State Tax	.42
To interest on County Tax from Sept. 1, 1935	21.37
To interest on State Tax from Sept. 1, 1935	.70
	$504.32

Paid Nov. 17, 1936

Received Payment,
Harrison Hobbs,
County Treasurer, St. Mary's
County.

Filed May 21, 1936.

Short Copy of Judgment.
In The Circuit Court for
St. Mary's County
Jos. M. Mattingly,
Clerk

No. 19 Docket Vol. Appx.
Term December, 1935 Page 14

The First National Bank of St. Mary's, at Leonardtown, Md., a corporation. Plaintiff

Vs.

John L. Hargrove Defendant

Plaintiff's Costs $5.00
Defendant's Costs

February 11, 1936, Judgment in favor of Plaintiff for $2,524.56 with interest from February 11, 1936 and costs; with rights of exemption waived and 10 per cent Attorney's fees for collection.

Received payment of $3.00
Clerk's Costs 2-11-36
Wm. S. Fenwick,
Deputy
Paid by Wm. Wirt Baker, Atty.

True Copy Test:
(Court)
(Seal)
Jas. M. Mattingly,
Clerk

Filed June 10, 1936

Mortgage

This Third Mortgage, made this 14th day of April, 1934, by and between John L. Hargrove, widower, of Washington, D. C., party of the first part, Mortgagor, and The Arundel Corporation, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part, Mortgagee.

Whereas, the said John L. Hargrove is justly indebted to the said The Arundel Corporation in the full and just principal sum of $21,000.00 (Twenty One Thousand Dollars) being the unpaid balance of the purchase money for the property hereinafter described, and conveyed to the said John L. Hargrove by Arundel Sand and Gravel Company, a body corporate, duly incorporated under the laws of the State of Delaware, and the said The Arundel Corporation, by deed dated December 15th, 1926, which said principal sum of $21,000.00 is to be paid on or before the 14th day of April 1944 by the said John L. Hargrove, to the said The Arundel Corporation, its successors and assigns, with interest ~~semi~~ annually in the meantime at the rate of 5% per annum from date hereof Principal payable in equal semi-annual instalments of $1500.00 each on the 14th days of April and October in each and every year, accounting from the 14th day of April 1937, with the privilege to the said John L. Hargrove, his heirs, personal representatives and assigns, of prepaying the said principal sum at any time, and of having the interest thereupon abated accordingly; and

Whereas, it was agreed between the parties that the said principal sum and interest aforesaid should be secured by the execution of these presents;

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said John L. Hargrove does hereby grant and convey to the said The Arundel Corporation, its successors and assigns, in fee simple, subject to the rights and reservations mentioned in said deed to the said John L. Hargrove, and subject also to the first and second mortgage of the said John L. Hargrove to The Federal Land Bank of Balto. Balto. Md. Land Bank Commissioner Baltimore

City, Md. to secure the principal sums of $24,000.00 and $2500.00, all those tracts of land situate in the Eighth Election District of St. Marys County, in the State of Maryland, known as "Cedar Point" and "Hog Island," and by whatsoever name or names they may be known, and all of the said Mortgagor's interest therein, the said tracts of land being more particularly described as one parcel as follows:

Beginning for the same at a stake planted at the old entrance of Harper's Creek, being the southwest end of "Hog Island", running thence in a straight line South 49 degrees 30 minutes, east to the Chesapeake Bay South; thence with the line of the beach of the said Bay and the Patuxent River to the point of beginning, containing 75-2 acres of land, more or less, excepting from said described tracts, a parcel of land containing five acres, two roods and 5-2/3- perches particularly described in a grant by The Patuxent Cedar Point Company of Baltimore City to the United States of America by deed dated March 28, 1894, and recorded among the Land Records of said County in Liber J. J. S. No. 2, Folio 17, &c.

Being the same tracts or parcels of land which were granted and conveyed to the said John L. Hargrove in fee simple by the aforesaid deed from the said Grundel Land and Gravel Company, and the said The Grundel Corporation, the same being recorded or intended to be recorded among the Land Records of St. Mary's County aforesaid, prior hereto.

Together with the buildings and improvements thereupon, and all and every, the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining, but subject to the rights and reservations aforesaid.

To Have and To Hold the said tracts of land, with the rights and appurtenances aforesaid, subject, however, to the aforesaid rights and reservations hereinabove mentioned, and subject also to the aforesaid mortgages to Federal Land Bank of Baltimore and Land Bank Commissioner to and unto the said The Grundel Corporation, its successors and assigns, in fee simple.

Provided, that if the said John L. Hargrove, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of $21,000.00, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said John L. Hargrove shall possess the aforesaid property upon paying in the meantime,

all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said John L. Wargowe for himself, his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said The Arundel Corporation, its successors or assigns, or Clarence A. Tucker, 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, 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, provided no foreclosure shall be had hereunder within ten years from the date hereof, without the consent of the Federal Land Bank of Baltimore, the First Mortgagee, first had and obtained, 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 newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply:- First, to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars ($100.00), and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees

making sale under orders or decree of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors, or assigns, or Clarence A. Tucker, its or their said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said John L. Hargrove for himself, his heirs, personal representatives and assigns, does further covenant to insure, and pending the existence of this mortgage to keep insured in some good company or companies satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least 14,500.00 Dollars, and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, as its interest may appear, and to deliver a certificate of said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hand and seal of John L. Hargrove, the above named Mortgagor, the day and year first above written.

Test: J. Austin Hamilton, John L. Hargrove (Seal)

State of Maryland, County of St. Mary's, To Wit:

I Hereby Certify that on this 14th day of April, 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John L. Hargrove, the Mortgagor named in the aforegoing mortgage, and acknowledged the aforegoing mortgage to be his act. And at the same time also appeared Joseph J. Dock, President and Agent of the above named The Guardel Corporation, Mortgagee named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein stated, ~~and that he is the President and Agent of the said Mortgagee and duly authorized to make this affidavit.~~ and duly authorized to make this affidavit.

Witness my hand and notarial seal.

My commission expires May 1933- (N.P.) (Seal) J. Austin Hamilton, Notary Public.

Received this 24th day of April, 1934 at 12:30 o'clock P. M. for record, and same day recorded in Liber J. M. M. No. 5, folio 71, one of the Mortgage records of St. Mary's County and examined per me.

Jos. M. Mattingly, Clerk

Rcvdy. $3.50 Paid.
Filed June 22, 1936.

Auditor's Report.

In account with Thomas M. Harrington, Attorney-Assignee for the purpose of foreclosure.

By amount of proceeds from sale, per his report	$12,000.00	
To amount due Jos. M. Mattingly, Clerk, his fee		$ 19.50
" " " Thos. M. Harrington & John N. T. Briscoe, Attorneys		20.00
" " " Thos. M. Harrington, Assignee, Commis.		600.00
" " " St. Mary's Beacon, Advertising		58.12
" " " The H. R. Huhn Publishing Co. Adv.		12.56
" " " The Evening Star Newspaper Co. Adv.		10.26
" " " Rs. Md. Ins. Agency, Clerk. on Bond		40.00
" " " Chas. P. Uhell, Auctioneer		2.00
" " " Waynie R. King, Auditor		9.00
" " distributable to taxes, etc.		11,212.53
	$12,000.00	$12,000.00

By amount distributable to taxes, etc.	$11,212.53	
To Amount due Jas. B. Drury, Co. Treas. Taxes 1934		$ 498.60
" " " Harrison Watts, Co. Treas. Taxes 1935		204.32
" " distributable to Mortgages, etc.		10212.61
	$11,212.53	$11,212.53

By amount distributable to mortgages, etc. supra	$10,212.61	
To The Federal Farm Mortgage Corporation, mortgage, principal and interest in full to date of ratification of sale		$ 8,277.08
" The Arundel Corporation, third Mortgagee, on account of principal and interest		1,935.53
	$10,212.61	$10,212.61

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, viz: charging the Assignee with the amount from sale; and after crediting him with his costs and expenses on suit and amounts for taxes due and in arrears, he has distributed the balance to the second mortgage in full settlement, namely $8,277.08 and the balance to the judgment lienor, whose claim is subsequent to the mortgages, but whose

1767 N.E.

judgment is also filed in this cause.

Alay. F. King,
Auditor

June 22, 1936.
Filed July 16, 1936.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this 16th day of July, 1936 that the report of the Auditor made, stated and filed in the above entitled case be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday in August 1936 provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of four successive weeks prior to said second Monday in August 1936.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed July 16, 1936.

Certificate of Publication of Order Nisi on Auditor's Report

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi #1767 has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for 4 successive weeks prior to the second Monday in August, 1936 and that the first publication appeared in the issue of July 17, 1936

A. F. King,
Publisher
Per A. F. Fenwick.

For "Order Nisi" see "Order Nisi on Auditor's Report" on same page of this book.
Filed Aug. 12, 1936.

Order of Final Ratification of Auditor's report.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity this 12th day of August in the year nineteen hundred and thirty-six that the report of the Auditor made, stated and filed in the above entitled case be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as shown by the Certificate of Publication of Order Nisi on said report hereto filed in case.

Wm. Mearell Loker,
Judge.

Filed Aug. 12, 1936.

Petition and Order of Court for Auditor to amend Auditor's Report.

To the Honorable the Judges of said Court:

The petition of Thomas M. Harrington, assignee in the above entitled case respectfully shows:

First: That in making up and stating the Auditor's report in the above entitled case which was duly ratified on August 12, 1936, the amount of Sixty-four Dollars and thirteen cents ($64.13) being accrued interest collected from purchaser of said real estate by said assignee was not taken into account. Your petitioner therefore prays your Honorable Court to pass an Order in the premises directing the Auditor of this Court to file an amended account adding to the purchase price for said real estate as stated in account heretofore filed in this Court; the said amount of Sixty-four Dollars and thirteen cents ($64.13) accrued interest collected from purchaser of said real estate by said assignee; said Order to be attached to original account heretofore filed in this Court.

Respectfully submitted.

John N.T. Breeden,
Solicitor for
Thomas M. Harrington,
Assignee.

Upon the aforegoing petition it is this 15th day of December in the year 1936 by the Circuit Court for St. Mary's County, Maryland in Equity, ordered that the Auditor of this Court state and file in the above entitled case an amended report adding to amount of purchase price as stated in original Auditor's report the sum of Sixty-four Dollars and thirteen cents ($64.13) accrued interest collected by the said Thomas M. Harrington, Assignee, as stated in above petition; said amended report when made and filed to be attached to original Auditor's report; no Order Nisi on said amended report to be filed.

Wm. Mearell Loker,
Judge

Filed Dec. 15, 1936.

 1767 M. E.

Auditor's Amended Report

In account with Thomas M. Harrington, Attorney-Assignee for the purpose of foreclosure.

By amount of proceeds from sale, per his report		$12,000.00	
" " " interest collected, per Sub-sequent report		64.13	
To amount due Jas. M. Mattingly, Clerk, his fee			$ 19.50
" " " Jas. M. Mattingly, Clerk, Addl. fee.			1.20
" " " Thomas M. Harrington and John H. G. Briscoe, Attorneys			215.00
" " " Thomas M. Harrington, Assignee Commis.			230.00
" " " St. Mary's Beacon, Advertising			600.00
" " " The A. S. Abell Publishing Co.,			58.12
" " " Ado.			12.28
" " " The Evening Star Newspaper Co.			
" " " Ado.			10.26
" " " Rs. Md. Ins. Agency, Prem on Bond			40.00
" " " Chas. P. Abell, Auctioneer			2.00
" " " Aloysius F. King, Auditor			9.00
" " " Aloysius F. King, amended report			4.50
" " distributable to taxes, etc.			11,273.96
		$12064.13	$2,064.13

By amount distributable, to taxes, etc	$11,273.96	
To amount due Jas. B. Henry, Co. Treas. Taxes 1934		$ 498.60
" " " Harrison Hobbs, Co. Treas. Taxes 1935		504.32
" " distributable to Mortgagee, etc.		10,271.04
	$11,273.96	$11,273.96

By amount distributable to mortgagee, etc, ut supra	$10,271.04	
To The Federal Farm Mortgage Corporation, mortgage principal and interest in full to date of ratification of sale		$ 8,277.08
" The Arundel Corporation, third mortgagee, on account of principal and interest		1,993.96
	$10,271.04	$10,271.04

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has stated this amended report as in the order of Court heretofore filed in this case. He was commanded

to do.

All of which is respectfully submitted,

Alex. T. King,
Auditor.

December 16, 1936.
Filed Dec. 22, 1936.

1771 N. E.

Pinkney Young and Agnes Young, his wife
John Young and Catherine Young, his wife
Willard Young and Mary Young, his wife
Robert Young and Genevieve Young, his wife,
Joseph F. Young, single, Alice Young Johnson
and William Johnson, her husband
Mary Kelly and Forrest Kelly, her husband.

In the Circuit Court for
St. Mary's County,
Maryland
In Equity
No. 1751

Bill for the sale & partition of real Estate

To the Honorable, the Judges of said Court:—

Your orators Complaining, say:—

1. That a certain Alice Caroline Young late of St. Mary's County, deceased, was in her life time and at the time of her death seized and possessed of a tract of land situated in the Fourth Electing District of St. Mary's County, called and known as "Fright Falls" which she acquired in her lifetime from John A. Burroughs (subject however to a life estate of said John A. Burroughs, who has been dead about twenty five years) said deed being dated March 17th, 1900 and duly recorded in Liber E. B. A. No. 1, folio 275 one of the Land Records of St. Mary's County, a certified copy of which is herewith filed as Exhibit "A" and prayed to be taken as part hereof, and that being so seized and possessed, the said Alice Caroline Young departed this life intestate, sometime during the year 1919 leaving her husband James Oliver Young, who since her death remarried Attaway Butler Young.

That the said James Oliver Young is now deceased, having died in the year 1936.

2. That the said Alice Caroline Young and James Oliver Young, both being deceased as aforesaid, leaving the following children and decendants hereinafter named and referred to, to whom said real estate descended and who are the owners thereof, in fee simple, as tenants in common.

3. That the said Alice Caroline Young left James Oliver Young, her late husband - who died in 1936, leaving a widow Attaway Butler Young, and Aloysius Young, an infant under 21 years being a son of the said James Oliver Young by his second wife, both residing in St. Mary's County, and who have and interest in the interests of James Oliver Young and that the said Alice Caroline Young by her husband hereinbefore mentioned left the following children, Pinkney Young, a son whose wife is Agnes Young, John Young, a son whose wife is Catherine Young, Willery Young, a son whose wife is Mary Young, Robert Young a son whose wife is Genevieve Young, Joseph F. Young, a son, single, Alice Young Johnson, a daughter whose husband is William Johnson, Mary Kelly, a daughter, whose husband is Forrest Kelly, all of the aforesaid parties being adults, except Aloysius Young, a minor as hereinafore mentioned.

4. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated, and that [illegible] to make division of said interest it

will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interest.

To the end, therefore

1. That a decree may be passed for the sale of the said real estate
2. That the proceeds of said sale may be distributed between your Orators and the heirs of the said Alice Caroline Young and James Oliver Young, heretofore named and referred to, according to their respective rights and interests.
3. That your Complainants may have such other and further relief as their case may require.

May it please Your Honor to grant unto your orators the Writs of Subpoena, one to Attaway Butler Young - widow and to Olympia Young and infant under twenty one years of age, both residing in St. Mary's 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 maybe passed therein.

And as in duty bound, etc.

A. Kingsley Long,
Attorney for Plaintiffs

Filed March 10, 1936.

Exhibit "A"

U. S. I. R. 504 Cancelled

This Deed, made this Seventeenth day of March, Nineteen hundred, by me, John H. Burroughs of St. Mary's County, in the State of Maryland.

Witnesseth, that in consideration of the sum of One Dollar paid me by Alice Caroline Young, the payment of which is hereby acknowledged, I, the said John H. Burroughs do grant unto Alice Caroline Young of said County and State, all that Lot or parcel of ground situated in the Fourth Election District about one and a half miles East of the Village of Chaptico and on which she and Oliver Young her husband, now reside, called and known as "Fright Falls" and adjoining the land called "Dark Falls" and the lands of R. Bruce Tippett and Geo. R. Garner, containing One hundred and fifty acres of land, more or less, in fee simple, subject however to my life estate in said land, which life estate I now reserve by these presents.

Witness my hand and seal this Twentieth day of March, Nineteen hundred.

Witness: George R. Garner.

John H. Burroughs (Seal)

State of Maryland, St. Mary's County to wit:

I hereby certify that on this Seventeenth day of March, Nineteen hundred before me, the Subscriber a Justice of the Peace of the State of Maryland in and for St. Mary's County, personally appeared John H. Burroughs and acknowledged the foregoing Deed to be his act.

George R. Garner, J. P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from John H. Burroughs to Alice Caroline Young, dated March 17, 1900, as recorded in Deed Liber E. B. H. No. 1, Folio 272 one of the Land Records of St. Mary's County, State of Maryland, on the 22nd. day of March, 1900, at 1:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Mary's County, State of Maryland,

this 10th day of March, in the year one thousand nine hundred and thirty-six.

Jos. M. Mattingly,
(Court) Clerk of the Circuit Court for
(Seal) Saint Mary's County, Maryland.

Filed Mar. 10, 1936.

Subpoena to Answer Bill of Complaint.

St. Mary's County, to-wit:

The State of Maryland To Attaway B. Young of St. Mary's

Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday of April, 1936 to answer the Bill of Complaint of Pinkney Young et al, for sale of real estate of Alice Caroline Young, deceased against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 10th day of March, 1936.

(N. P.) Jos. M. Mattingly, Clerk.
(Seal)

Notice to the person summoned.

Personal attendance in Court on the day named in the above subpoena is not required.

The defendant is required to file her answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned and Copy left April 1-1936

J. B. Lowe, Sheriff.

Filed April 6, 1936.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland, To Alaysius Young, infant, of St. Mary's Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court, at the Court House in said County, on the First Monday of April, 1936 to answer the Bill of Complaint of Pinkney Young et al. for sale of Real Estate of Alice Caroline Young, deceased, Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit, the 10th day of March, 1936.

Issued 10th day of March, 1936.

(Court) Jos. M. Mattingly,
(Seal) Clerk.

Notice to the person summoned

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned the within Alaysius Young, infant by reading to and copy left with him, and copy left with his mother Attaway Young.

April 1st 1936.

J. B. Lowe, Sheriff.

Filed April 6, 1936.

Short Copy of Judgment.

No. 3 Docket Vol. Appr.
Term December, 1932 Page 16

In the Circuit Court for
St. Marys County
Jos. M. Mattingly, Clerk

Claude E. Guy, trading as Guy Bros. Plaintiff
Vs.
Oliver Young and Pinkney Young Defendants.

Plaintiff's Costs $8.25
" " Atty. Comm. 18.75

December 14, 1932. Judgment in favor of Plaintiff for $157.45 with interest from December 13, 1932 and costs; and rights of exemption waived.

Remind payment of $3.02
Clerk's Costs
Wm G. Fenwick, Deputy
Paid by A. K. Lowe, Atty.
Filed May 11, 1936

True Copy Test:
(Court) (Seal)
Jos. M. Mattingly
Clerk.

Petition and order appointing Guardian ad Litem for infant defendants.

To the Honorable the Judge of said Court.

The petition of Pinkney Young and others Complainants in the above entitled cause respectfully shows unto your Honor.

That the said Aloysius Young one of the defendants in said cause has been duly returned summoned, but being an infant he cannot answer and defend this suit for himself.

Your petitioners therefore pray your Honor to appoint a guardian ad Litem to appear and answer for said infant defendant etc.

And as in duty bound.

A. Kingsley Lowe
Solicitor for Complainants.

Ordered, this 23rd day of May, 1936, upon the aforegoing petition, by the Circuit Court for St. Marys County sitting as a Court of Equity, that William G. Fenwick, be and he is hereby appointed guardian ad Litem to appear and answer for Aloysius Young the infant defendant in said petition mentioned.

Wm. Merrell Loker,
Judge.

Filed May 23, 1936.

Answer of Infant defendant by his Guardian ad Litem.

To the Honorable the Judge of said Court:

The answer of Aloysius Young, infant, by William G. Fenwick guardian ad Litem duly appointed by order of this Court, to the Bill of Complaint of Pinkney Young and others against him in this Court exhibited.

This defendant, being an infant cannot admit any of the matters and things in said bill alleged, and submits his rights thereunder to the protection of this Court.
And as in duty bound.

Wm. G. Femwick,
Guardian ad Litem.

Filed May 23, 1936.

Decree Pro-Confesso and leave to take Testimony.

It appearing from the proceedings in the above entitled case that the subpoena against the defendant Attaway Young, has been returned "summoned" That the above named defendant having failed to appear and file her answer as required by said subpoena and that the time for appearance and answer has long since passed.

It is thereupon, this 23rd day of May 1936, by the Circuit Court for St. Mary's County, sitting in Equity, adjudged, ordered and decreed that the bill of Complaint filed in this Case be taken Pro-Confesso against Attaway Young, widow.

And leave is hereby given to the Complainants to take testimony before the standing examiner of this Court in support of the allegations of the Bill of Complaint.

Wm. Mennell Lobar,
Judge.

Filed May 23, 1936.

Examiner's return of testimony taken

To the Honorable, Judges of the said Court:—

The above cause being at issue and notice having been given me by Solicitor for the Complainants of a desire to take testimony in the same, Clerk of Court having been first advised J. C. Henry Camalier, one of the standing examiners of the Circuit Court for St. Mary's County, Maryland, in Equity, duly appointed, qualified and sworn, met on the 27th day of June, 1936 and assigned the 30th day of June, 1936, at 11 o'clock A. M. and the office of A. Kingsley Lowe, Attorney, in Leonardtown, St. Mary's County, Maryland, as the day, time and place for the examination of witnesses in the said cause, and at which last mentioned day, time and place I attended, having given previous notice of such meeting, and in the presence of A. Kingsley Lowe, Attorney for the Complainants and the witnesses, proceeded to take the following questions and the answers thereto:—

(No appearance being entered for the defendants)

Henry L. Cauntes, a witness of lawful age, who being produced and by me duly sworn testifies as follows to interrogatories:

State your name, Age, Residence and Occupation?

Henry L. Cauntes. 60 years of age. Chaptico, St. Mary's County,

Maryland, State Road Employee.
Do you know the parties to this suit or any, and which of them?
I know them all.
Did you know Alice Caroline Young in her lifetime, is she living or dead?
Yes, I knew her in her lifetime. She is dead, and died sometime in the year 1919. Leaving a husband Oliver Young, who died in 1935, and the following Children Pinkney Young, Sam whose wife is Agnes Young, a son John Young, whose wife is Catherine Young, a son Hilary Young whose wife is Mary Young, a son, Robert Young whose wife is Gentine Young, a son Joseph Young, unmarried, Alice Young Johnson whose husband is William Johnson, a daughter Mary Wally whose husband is Forrest Wally, and said Oliver Young who afterwards married, now dead, left a widow, Attaway Young and Aloysius Young, an infant all of the aforesaid parties are adults with the exception of the infant mentioned.
Do you know the property left by Caroline Young, mentined in these proceedings, describe its quantity, situation and value.
It is located in the 4th Election District of St. Mary's County, and adjoins the Deep Fall property, and contains more than one hundred acres more or less. I would say not over $12-00.00.
Did Caroline Young leave any last will or testament?
None that I have ever heard of.
Did you know John A. Burroughs in his lifetime, is he living or dead?
Yes, I knew him very well. He is dead.
Is or is not the property susceptible of division among the heirs without material loss or injury to them?
No, because of the big number of heirs, it would be impossible to divide it. Then too about two-thirds of it is in wood land.
Would it not be to the benefit and advantage to the parties to this suit, especially to the minors, to have this property sold and the proceeds divided?
Yes, Because the property is depreciating all of the time, and with such a large number heirs, none are willing to take the responsibility of managing this place.
In answer to the general interrogatory propounded by the examiner to the witness, he answered, No Sir.
Test:
C. Henry Connaker.
Henry Counter.

John T. Somerville, a witness of lawful age, who being produced and by me duly sworn testifies as follows to interrogatories.
John T. Somerville, 52 years of age, Loveville, St. Mary's County, Maryland. Tinsmith.
Do you know the parties to this suit?
Yes, I know the parties to this suit.

I have heard the testimony of Mr. Henry L. Camalier and he has stated the names of all the heirs correctly. Also the property mentioned in these proceedings and that also was correct. I would say that this property is not worth more than $15000.00.
Did you know Alice Caroline Young, in her lifetime, is she living or dead?
I did not know her personally, but I know that she is dead. I knew her husband Oliver Young and his second wife Attaway Young very well. Oliver Young died in the year 1935.
Is the property susceptible of division among the parties without loss and injury to them?
Considering the number of heirs, I would say that it would be utterly impossible to divide this property. You can always divide money when you cannot divide property.
Would it or not be to the interest of all the parties, especially the minors to sell this property?
Yes, it would be.
In answer to the general interrogatory propounded by the examiner to the witness, he answered, "No sir".
Test. C. Henry Camalier John T. Somerville

At the request of the Solicitor for the Complainants the taking of testimony was adjourned to meet again on the 9th day of July 1936, at 2 o'clock P. M. At which time the taking of testimony was resumed.
Mary Young Kelly-1, being produced in her own behalf and being by me duly sworn testified as follows to interrogatories.
State your name. Age. Residence and Occupation?
Mary Young Kelly; 21 years of age. I live on Mr. Claude E. Guy's land near Leonardtown, St. Mary's County, Maryland. Housewife.
Do you know the parties to this suit, or any and which of them?
Yes, I know them all, I am one of the parties.
Do you know Alice Caroline Young in her lifetime, is she living or dead?
Yes, she was my mother. She died in the year 1919, leaving her husband Oliver Young and the following children surviving her. Pinkney Young whose wife is Agnes Young; a son John Young whose wife is Catherine Young; a son Hillary Young whose wife is Mary Young; a son Robert Young, whose wife is Genevieve Young; a son Joseph F. Young unmarried; myself Alice Young Johnson and my husband William Johnson; a daughter Mary Kelly whose husband is Forrest Kelly. Oliver Young afterwards remarried a certain Attaway Young. Oliver Young is now dead and died during the year 1935, leaving his widow Attaway Young and a son, Aloysius Young surviving him. Aloysius Young is not an infant. All of the others are adults.
Do you know the property mentioned in these proceedings and if so, describe its quantity, quality, situation and value?
Yes, this property is located near Chaptico, St. Mary's County, Mary-

lands and is close to the Dupre Falls property. I would say that the property consists of about one hundred acres. It is in fair state of cultivation. I do not know much about the value of property but I would say that this land is worth $1200 and $1400.00.
Did Alice Caroline Young leave any last will or testament?
No, I never heard of her ever leaving one.
Is or is not the said property susceptible of division among the parties interested therein without material loss and injury?
Mr. Lone this property could not be divided because of the number of heirs and way the good land lays. More than half of this land is in woods.
Would it or not be to the benefit of the parties to this suit and especially the minor to sell this property and divide the proceeds?
Yes, because the heirs do not want to take charge of the propert and naturally the property is going down and will sell for more now than it will by waiting. Then of cource the taxes have to be paid and none of the heirs are willing to do that.
In answer to the general interrogatory propounded by the examine to the witness, she answered, Nosir

Mary Kelly.

Test:
C. Henry Camalier

No other witnesses being named or produced to me, I, then at the request of the Solicitor for the Complainants, closed the testimony taken in the said cause, and now return it closed under my hand and seal this 9th day of July, 1936, to this Honorable Court.

C. Henry Camalier (Seal)
Examiner.

Costs and expenses of the above commission on part of Complts.

C. Henry Camalier,	Examiner	3 days	$12.00
Henry Quantes,	Witness		.75
John P. Romeville	do.		.75
J. Bernard Love,	Summoning 2 witness		1.00
			14.50

Filed July 11, 1936.

Decree.

The above cause standing ready for hearing and being submitted the Bill testimony and all the other proceedings were, by the Court, read and considered—

It is thereupon, this twenty-third day of July in the year nineteen hundred and thirty-six by the Circuit Court for Saint Marys County, Adjudged, Ordered and Decreed, that the property mentioned in the proceedings be sold. Known as "7 Eight Falls" containing 105 acres more or less, and located about one and one half miles East of the village of Chaptico, 4th E. D. of St. Marys County and property mentioned in the proceedings be sold and A. Kingsley Love and Paul J. Bailey be and

they hereby appointed Trustee to make said sale, and that the, manner 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 Two thousand Dollars 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 such newspaper or newspapers published in Saint Marys County, as they shall think proper, of the time, place, manner and terms of said which shall be One third on ratification sale, one third in six months and one third in twelve months, or all cash with the option of the purchaser or purchasers the credit portions if any to bear interest at 6 per cent and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before,) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity ~~and~~ wherewith they shall appear to have discharged their trust.

Wm. Mearell Loker,
Judge.

Filed July 23, 1936.

Trustee's Bond

Know all men by these Presents,

That we W. Kingsley Lowe, Paul J. Bailey and the Hartford Accident and Indemnity Company of Hartford, Connecticut, a body corporate, are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand Dollars to be paid to the State of Maryland or its certain Attorney; to which payment well and truly to be made,

We bind ourselves and each of us, our and each of our heirs, executors and administrators or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 27th day of July in the year of our Lord

one thousand nine hundred and thirty-six.

Whereas the above bounded G. Kingsley Lowe and Paul J. Bailey by virtue of a decree of the Circuit Court for St. Mary's County in Equity, have been appointed trustees to sell the real estate called and known as "Bright Falls" situated in the Fourth Election District of St. Mary's County, State of Maryland, supposed to contain 150 acres of land more or less and mentioned in the proceedings in the case of Pinkney Young and others vs. Ethaway B. Young, widow and others No. 1771 N. E. now pending in said Court.

Now the Condition of the above obligation is such,

That if the above bounded G. Kingsley Lowe and Paul J. Bailey 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.

Signed, sealed and delivered in the presence of
Ike Weiner.

G. Kingsley Lowe (Seal)
Paul J. Bailey (Seal)
Hartford Accident and Indemnity Company of Hartford Connecticut, a body corporate, by G. Kingsley Lowe, Attorney-in-fact.

(Corp.)
(Seal)

Bond approved July 28, 1936

Jas. M. Mattingly
Clerk.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 67.
Filed July 28, 1936.

Trustee's report of sale, with certificate of Publication & Notice of Sale.

To The Honorable, The Judges Of Said Court:-

The report of G. Kingsley Lowe and Paul J. Bailey shows that, after giving bond, with security, for the faithful performance of the Trust reposed in them by the decree heretofore passed in the above entitled case, and having given at least three weeks notice of the time, place, manner and terms of sale, by advertisement in the St. Mary's Enterprise, a Newspaper printed and published in St. Mary's County, Md., as appears from certificate of publication of said notice hereto attached, they did, pursuant to said notice, attend at the door of the Court House in Leonardtown, on Tuesday, August 25th, 1936, at the hour of Two o'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in this case and described to be sold, being all that tract or parcel of land, situate, lying and being in the Fourth Election District of St. Mary's County, State of Maryland, called and

1771 N.E.

known as "Fright Falls", containing, according to deed, one hundred and fifty acres of land, more or less, and being the same farm which Caroline Land Elmer Young died, seized and possessed, and sold the same to Hamilton E. Buckler by being the highest bidder there and there, therefor, at and for the sum of one thousand three hundred and twenty-five dollars, and the said purchaser has complied with the terms of sale by depositing two hundred dollars required by the advertisement of sale, and your Trustees have every reason to believe that said purchasers will fully comply with the terms of sale upon the final ratification thereof.

Respectfully submitted,
A. Kingsley Lowe,
Paul J. Bailey,
Trustees.

State of Maryland, St. Mary's County, To Wit:-

I Hereby certify that on this twenty-sixth day of August 1936, before me, the subscriber, Clerk of the Circuit in and for St. Mary's County aforesaid, personally appeared A. Kingsley Lowe and Paul J. Bailey, the Trustees named in the above report of sale, and made oath, in due form of Law, that the several matters and things stated in said report of sale are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

Witness My Hand and Court Seal:

Jos. M. Mattingly
(Court) Clerk of the Circuit Court
(Seal) for St. Mary's County.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the attended Notice of Trustees Sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland once a week for four successive weeks, prior to the 25th day of August, 1936 and that the first publication appeared in the issue of July 31st, 1936.

Harvey & Weiner,
Publishers
Philip W. Harvey, Jr.
Editor.

Trustee's Sale of Valuable Real Estate in the Fourth Election District of St. Mary's County, Maryland.

Under and by virtue of a decree of the Circuit Court for St. Mary's County, sitting in Equity, the undersigned, as Trustees, will sell by public auction, at the door of the Court House in Leonardtown, St. Mary's County, Maryland, at the hour of two o'clock in the afternoon on Tuesday, Aug. 25, 1936 all that tract or parcel of land, situate, lying and being in the Fourth Election District of St. Mary's County, and State of Maryland called and known as "Fright Falls" and containing, according to deed, one

hundred and fifty acres, more or less, and being the same farm which Caroline and Oliver Young died seized and possessed

The farm is situated about one and one-half miles east of Chaptico, a small portion fronting the State road leading from Helen to Chaptico, a small portion being arable land and in a fair condition, and the balance well set in valuable timber and is improved by a dwelling house, barn and outbuildings.

Terms of Sale, as prescribed by the decree: One-third in cash, one third in six months and one third in one year, or all cash at the option of the purchaser or purchasers, the credit portion, if any, to bear interest from the day of sale and to be secured to the satisfaction of the trustees. A deposit of two hundred Dollars ($200) will be required of the purchaser or purchasers on the day, and at the time, of sale, conveyancing at the cost of the purchaser or purchasers.

W. B. Long,
Auctioneer

G. Kingsley Lowe,
Paul J. Bailey,
Trustees

Filed August 26, 1936.

Certificate of Auctioneer

This is to certify that, at the instance of G. Kingsley Lowe and Paul J. Bailey, the Trustees named in the proceedings in the above entitled case, I attended at the door of the Court House, in Leonardtown, Md., on Tuesday, August 25th, 1936, at the hour of two o'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in said case by public auction, to the highest bidder; and the highest bid made therefore was $1325.00 Dollars, and Hamilton E. Buckler was highest bidder, wherefor said property was sold to the said Hamilton E. Buckler at and for the said sum of $1325.00 Dollars.

As witness my hand this twenty-fifth day of August in the year 1936.

W. B. Long,
Auctioneer.

Received on this 25th day of August 1936 the sum of $2.00, auctioneer's fee, from the Trustees, G. Kingsley Lowe and Paul J. Bailey, in the above entitled case, for the sale of the above mentioned property.

W. B. Long,
Auctioneer.

Filed Aug. 26, 1936.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, this twenty-sixth day of August, in the year 1936, that the sale made and reported by G. Kingsley Lowe and Paul J.

1771 N.S.

Bailey, Trustee for the sale of the property mentioned in the proceedings in the above entitled case, be ratified and confirmed, unless cause to the contrary be shown on or before the third Monday in September next, provided a copy of this order be inserted and published in St. Mary's County, once in each of four successive weeks before the said third Monday in September, next.

The report state the amount of the sale to be $1325.00.

Jas. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County Md.

Filed August 26, 1936.

Order of Court Finally Ratifying and Confirming Sale, Nisi
Certificate of Publication of Copy of Order Nisi Thereon.

Ordered by the Circuit Court for St. Mary's County, In Equity, this 10th day of October, in the year nineteen hundred and thirty-six, that the sale of the property mentioned in the proceedings in the above entitled case, made and reported by A. Kingsley Lowe and Paul J. Bailey, the Trustees appointed by decree of this Court to make said sale be finally ratified and confirmed; no cause to the contrary thereof having been shown, although the notice required by law has been given, as appears from the certificate of the publication of the copy of the Order Nisi hereto attached and to be filed with this order.

The case is referred to the Auditor for stating the account.

Wm. Mennell Loker,
Judge.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to the 21st day of Sept., 1936 and that the first publication appeared in the issue of Aug. 28, 1936.

Harvey & Weiner,
Publishers
J. L. Weiner.

For "Order Nisi" see page 517 of this book entitled "Order Nisi or Rule."
Filed Oct. 10, 1936.

Dot Bills
1934-5-36.

No. 484
Alice Young 4 District

To Joseph B. Drury, County Treasurer, Mr.
Taxes for year 1934 Due September 1, 1934.

To County Tax on $2390 rate 92c on $1.00	$21.99
To State Tax on $ " rate 22c on $100.	2.26
To 5 per cent commission on State Tax	.27
To interest on County Tax from Sept. 1, 1934	2.90
To interest on State Tax from Sept. 1, 1934	.70
	.50
	$31.62
Advtg. Costs	2.00
	$33.62

No. 170.
Alice Young Fourth District
To Harrison Robbs, County Treasurer, Mr.
Taxes for year 1935 Due September 1, 1935.

To County Tax on $2390 rate $1.00 on $100.	$23.90
To State Tax on $ " rate 22c on $100.	2.26
To 5 per cent commission on State Tax	.27
To interest on County Tax from Sept. 1, 1935	1.96
To interest on State Tax from Sept. 1, 1935	.44
	$31.83

No. 90
Alice Young Fourth District
To Harrison Robbs, County Treasurer, Mr.
Taxes for year 1936. Due September 1, 1936

To County Tax on $2390 rate $1.00 on $100	$23.90
To State Tax on $ " rate 22c on $100	2.26
To 5 per cent commission on State Tax	.27
To interest on County Tax from Sept. 1, 1936.	.26
To interest on State Tax from Sept. 1, 1936	.07
	$29.76

Filed Nov. 4, 1936.

Bill
St. Mary's Enterprise
Messrs. Paul J. Bailey and A. K. Love, Trustees
Oliver Young Property.

July 31-36	Adv. Trustee's Sale	7½ " @	$11.25
Aug. 7-36	" "	7½ " @ .75	2.63
" 14-36	" "	7½ " @ .75	2.62
" 21-36	" "	7½ " @ .75	2.63
	Order Nisi		7.50
			$35.63

Filed Nov. 5, 1936.

Auditor's Report.
In account with A. Kingsley Love and Paul J. Bailey, Trustees.

By proceeds from sale, per Trustee's Report $1,325.00

To amount due Jas. M. Mattingly, Clerk,
his fees $ 19.50
" " " A. Kingsley Lowe & Paul J. Bailey,
Attys. 30.00
" " " Lowe and Bailey, Trustee,
their Commis. 79.50
" " " J. Bernard Lowe, Sheriff, his fees 3.00
" " " R. Henry Camalier, Examiner,
his fees 12.00
" " " Henry Countiss, Witness .75
" " " John T. Longsville, Witness .75
" " " Wm. B. Long, Auctioneer,
his fee 25.00
" " " A. Kingsley Lowe, Agent, Prem.
on Bond. 10.00
" " " St. Mary's Enterprise, Advertising 22.63
" " " St. Mary's Beacon, Advertising 7.50
" " " Aloysius F. King, Auditor,
his fee. 9.00
To balance for taxes, etc. 1,112.37
$1,325.00 $1,325.00

By balance for taxes, etc, as supra $1,112.37
To amount due Jos. B. Drury, Co. Treas. Taxes 1934 $ 33.62
" " " Harrison Hebb, Co. Treas.
Taxes 1935 21.82
" " " Harrison Hebb, Co. Treas.
Taxes 1936 29.78
To amount for heirs 1017.14
$1,112.37 $1,112.37

By amount for heirs, as supra $1,017.14
To amount due Uttaway B. Young, 7/63 $ 113.01
To " " J. Clinton Young, now dec'd. 1/63 $226.04
To Claude E. Guy T/A Guy Bros.
to apply on Judgment 207.29
To A. Kingsley Lowe, Atty, Commis. 18.75
" " " Pinkney Young, a son, 6/62 $96.87
To Claude E. Guy T/A Guy Bros.
Judgment in full 32.83
To Pinkney Young, balance 64.04
" " " John Young, a son 6/62 96.87
" " " Killaly Young, a son 6/62 96.87
" " " Robert Young, a son 6/62 96.87
" " " John F. Young, a son 6/62 96.87
" " " Alice Y. Johnson, a daughter 6/62 96.87
" " " Mary O'Kelly, a daughter 6/62 96.87
$1,017.14 $1,017.14

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Trustees with the proceeds from sale, and, after crediting them with their costs and commissions, and allowing for taxes due, the balance is distributed to the heirs of Alice Caroline Young as their interests appear in the Bill of Complaint. The interest of J. Oliver Young, husband of Alice Caroline Young is distributed to his wife as her dower and the balance to apply on Judgment against him. This leaves nothing for Athopeus Young, one of the parties to the suit, to inherit from his father.

All of which is respectfully submitted.

Nov. 10, 1936.

Alex. F. King.
Auditor

Filed Nov. 11, 1936.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 14th day of December 1936, that the report of the Auditor, made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd Monday in January 1937 provided a copy of this order be published in some newspaper printed and published in St. Mary's County once in each of four successive weeks before the said Second Monday in January 1937.

Jos. M. Mattingly,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Filed Dec. 17, 1936.

Certificate of Publication of Nisi on Audit.

In the Circuit Court for St. Mary's County Maryland

This is to certify that the appended Order Nisi #1771 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the second Monday in January 1937, and that the first publication appeared in the issue of December 18th, 1936.

A. F. King,
Publisher

Ordered by the Circuit Court for St. Mary's County, Maryland this 17th day of December, 1936, that the report of the Auditor made and filed in the above entitled cause be ratified and confirmed unless cause to the contrary thereof be shown on or before the Second Monday in January

1937. provided a copy of this order be published in some newspaper printed and published in St. Mary's County, once in each of four successive weeks before the said Second Monday in January, 1937.

True Copy - Test:
Jos. M. Mattingly,
Clerk.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Jany. 12, 1937.

Final Order Ratifying Auditor's Report.

Ordered by the Circuit Court for St. Mary's County this twelfth day of January, in the year 1937 that the Report of the Auditor, made and filed in the above entitled case on 1936, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice, as required by law, has been given, as appears from the certificate of the publication of the copy of the Order Nisi upon said report hereto attached and to be filed with this order.

Wm. Mowell Loker,
Judge.

Filed Jany. 12, 1937.

Finis