

State of Maryland
Baltimore City to wit

I hereby certify that
on this Eleventh day of November, 1872, before
the subscriber, a Justice of the Peace of the State of
Maryland, in and for the City aforesaid, personally

State of Maryland, Baltimore City, Set:

I HEREBY CERTIFY, That *Chas G Quinn*

Esquire, before whom the annexed affidavit

was made, who has thereto subscribed his name, was, at the time
of so doing, a Justice of the Peace of the State of Maryland, in and for
the City of Baltimore, duly commissioned and sworn.

In Testimony Whereof, I hereto set my hand and affix the seal
of the Superior Court of Baltimore City, this *11th*
day of *Nov* A. D. 1872

Geo Robinson

Clerk of the Superior Court of Baltimore City.

C70-653

State of Maryland
Baltimore City to wit

I hereby certify that
on this Eleventh day of November, 1872, before
the subscriber, a Justice of the Peace of the State of
Maryland, in and for the City aforesaid, personally
appeared Thomas W. Brundige and made oath
in due form of Law that the consideration herein
set forth is true and bona fide as therein set forth,
and further made oath that he is the duly author-
ized Agent or Attorney to make said oath for the
Mortgagee.

Charles C. Brundige

Return copy to [unclear] John Thomas

Maryland, Frederick County, Sct:

I hereby Certify, That, *John Thomas* Esquire,
before whom the annexed *Affidavit* was made, and
who has thereto subscribed his name, was at the time of so doing, a Justice of the Peace
of the State of Maryland, in and for Frederick County, duly appointed, commissioned
and sworn; and that the signature thereto purporting to be his, is genuine.

In Testimony Whereof, I have hereunto subscribed my name

and affixed the Seal of the Circuit Court for Frederick

County, this *8th* day of *November* A. D. 18*72*

Charles Mautz Clerk
of the Circuit Court for Frederick County.

1st The lot leased in 1874 is not included in the mortgage - nor have the trustees consented to a sale to pay the debts - nor is it proved that they will not themselves be able to pay their notes. -

2^d There is no proof that the notes & copy filed under the commission to take testimony are ~~the~~ ~~notes~~ renewal notes of those for which the mortgage was given.

The answer of all the other defendants except the trustees ^{they not across answer} when this interlocutory decree was passed, would perhaps authorize a sale of both lots.

No. 6310653 Equity

Farmers U. Bank
vs

Geo. W. Taylor et al

Thos. Rowles

vs
Geo. W. Taylor et al

Petition of Farmers
U. Bank of Iowa
for appointment
of a trustee to
convey.

Mr. Starwood: Please
file it today before the
court. J. W. Randal
Att. for Pet?

Filed 19th Sept 1879
order 17th Sept 1879

Farmers N. Bank &c.	} No. 631 Equity	} In The Et. Et. for a. a. e. s.
Geo. W. Taylor et al		
Thos. Rowles, assign. &c.	} No. 653 Equity	} In Equity
Geo. W. Taylor et al		

To the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity

The Petition of the Farmers National Bank of Maryland respectfully represents that in No. 631 of the above consolidated causes, A. B. Hauger and J. Wirt Randall were appointed Trustees, by the decree of this court, to sell ~~said~~ ^{the} property therein mentioned for the payment of a mortgage debt of your petitioner; that afterwards to-wit: on the eleventh day of March 1878, your petitioner became the assignee of another and prior mortgage on said property, by deed of assignment of that date, duly recorded, from one Thos. Rowles, the owner thereof, for the foreclosure of which last mentioned mortgage the proceedings in No. 653 Equity of the above consolidated causes were then pending; that afterwards, to-wit: on the 25th day of October 1878, the said Randall and Hauger, as Trustees under said decree and also as agents and attorneys for your petitioner, in respect of the powers of sale contained in the last mentioned mortgage assigned to your petitioner as aforesaid, sold said property at public sale, and your petitioner became the purchaser thereof, and said sale was duly reported to and

ratified and confirmed by this court, ^{and}
that said causes were afterwards, on the 26th
day of October 1878, consolidated by order
of this court passed upon the petition of your
present petitioner all of which will more
fully and at large appear by reference to
the proceedings in said consolidated causes
wherein with this petition is now filed and the
papers and proceedings wherein your pe-
titioner prays may be considered as parts
of this petition.

Your petitioner further represents
unto your Honor; that, as holder of said
mortgages and purchaser of said property,
your petitioner has settled said purchase
money by crediting the same upon said mort-
gage debts as directed by the auditor ac-
count ^{filed} ratified in the said consolidated
causes - the net proceeds of said sale being
insufficient for the satisfaction of said
mortgage debts. That your petitioner is
now desirous of obtaining a good and suf-
ficient deed of said property, but is advised
that, as your petitioner occupies the position
both of vendor and purchaser of said property
in respect of all right and title under the
mortgage assigned your petitioner by said
Rowles and under the proceedings in No. 653
Equity, a Trustee or Trustees should be ap-

presented by your Honors to convey to your petitioner the title derived under said last named mortgage and cause, ^{in accordance} ~~with~~ with the Statute in such case made and provided - which has not yet been done. Your petitioner therefore prays your Honors to pass an order on this his petition appointing the said A. B. Hayner and J. Wirt Randal, or some other good and proper person, or persons, Trustees or Trustee for the purpose aforesaid.

and as in duty re. -

In the Circuit Court for
Anne Arundel County
in Equity. Nos. 631
and 653 Equity causes
dated

J. Wirt Randal
Sol. for Pet?

Ordered: This 17th day of September 1879,
on the above petition, that J. Wirt Randal
be and he is hereby appointed Trustee to
convey to convey to The Farmers National Bank of
Annapolis, purchaser of the property in said pe-
tition and proceedings mentioned, on satisfaction
of the purchase money thereof, all the right, title
interest and estate of the parties to the Equity cause
No. 653 Equity and of the parties to and assignees
of the mortgage therein filed. -

E. Hammond

The Mortgagee's and Lessor's Estate of
Geo W Taylor and others
in account with
A J Wagner and Wm Rauden
Exors Trustes
And Auditor's Report
Decr 26th 1878

Filed 26. Dec 1878

Order 17 Sept 1879

Circuit Court for Anne Arundel County. In Equity

Praved: That the within Auditor's Account be
and the same hereby is ratified and confirmed as
cause to the contrary thereof having been shown
the Trustees are directed to distribute the proceeds
of sale accordingly with a due proportion of interest
as the same shall be or may be received.
September 17th 1879.

E. Hammond

[Faint bleed-through text from the reverse side of the page, including the name "E. Hammond" and some illegible words.]

Farmers National Bank of Annapolis } Circuit Court for Anne Arundel
George M Taylor and others } County In Equity.
No 653 + 631

In the said the Judges of the Circuit Court for Anne Arundel County, sitting in Equity.

The Auditor respectfully reports that, the proceedings in the above case were for the foreclosure of a Mortgage held by Complainants on Certain Leasehold Estate of Geo M Taylor and others trustees for the Lodge of A. F. & A. Marons, of Annapolis City, being the same leasehold property, involved in the Case No 631 Equity, instituted in this said Court, by Tho^s Roulis, assignee of Tho^s V Bunnage for a sale of said property, under the 6th Art of the Code of P. G. Laws, to satisfy a Mortgage held by him, which said last named mortgage was subsequently assigned to the Complainants in this Case. And the two cases - Nos 631 + 653 were by order of this said Court consolidated.

The Auditor has examined the proceedings in the two cases, and has stated an account between the said Leasehold Estate of Geo M Taylor and others, and A B Hauger and D Witt Raudall Esqs^r Trustees for the sale thereof under the decree passed in the one case No 653 and as attys under the power given in the Mortgage in Case No 631 as above stated, which account is herewith respectfully submitted, wherein he has applied the whole purchase money to the payment, first to the said Trustees of their Commission as allowed by rule of Court and to their expenses of sale and to payment of Costs of proceedings and also expenses of advertising &c and costs incurred in the proceedings in No 631 Equity and the balance of said proceeds he has applied to the payment in full of the Mortgage claim of Tho^s V Bunnage assigned as aforesaid to Tho^s Roulis and subsequently assigned to the Complainants, this claim being of priority of time, per statement of Claim No 1, and to the part of

The Auditor has made a statement of the Claims, filed against the said Estate, which consists of three Claims of the Complainant the said Farmers Nat^l Bank of Annapolis, the first, Claim No 1, is stated upon the basis of a statement of said Claim, as held by said Bank, herewith filed, marked "Statement of Bank". The second Claim - No 2, is the amount ascertained to be due, on the Mortgage to the said Bank direct, by the decree of this said Court in this Case, and this said Claim is also secured by Judgments rendered against the grantors in said Mortgage, copies of which are filed in this Cause and the third Claim is on a Joint and several promising note, filed in this Cause, drawn by Geo M Taylor and others payable to said Bank for \$1000⁰⁰ and interest, which the Auditor is directed to state as a Claim against the said Leasehold property and the said trustees individually, the whole of the said amounts, being claims against the said Maronie Hall property.

All of which is respectfully submitted
C. C. Gault Auditor

* Payment of Claims No 2 of said Bank,
per statement of Claims.

C70-653

C70-653

Dr. The Mortgaged Leasehold Estate of George M Taylor and others Trustees In

1878		dolls	cts	dolls	cts
October 25	To the Trustees for their Commissions			210	75
	To the Trustees for their expenses, Vigi				
	" Advertising in Md Gazette	17	00		
	" " " Balto American	9	75		
	" " " A A Co Advertiser	27	00		
	" " " Md Republican	17	00		
	" Wm Byard & Son Auctioneer	10	00	81	75
	To Complainant, Mortgagee's Costs in No 631 Equity				
	" S Harwood Clk	2	30		
	" Solr fee	10	00		
				12	30
	To Expenses of Mortgage Can No 631 Equity				
	" Law Advertising	27	75		
	" Md Republican	20	00		
	" Advertiser	16	00		
	" Auctioneer	2	00	78	05
	To Complainant's Costs of Suit Can No 653 Eq				
	" S Harwood Clk	41	36		
	" Solicitors fee	10	00		
	" Shuff S. N.	2	40		
	" Shuff Har Lee		40		
	" Balto City		40		
	" Commission to take testimony		8	00	
	" Auditors fee paid by deb	13	50	76	06
				44	61
	To the Farmers National Bank of Annapolis in payment of their Mortgage Claim				
	as per statement of Claims No 1	5,448	65	5,448	65
	To the Farmers N Bank of Annapolis in part payment of their Claim No 2 per statement of Claims	9,893	97	129	74
				6,025	00

Statement of Claims against Geo M Taylor & others Trustees

Claim No 1	Farmers Nat Bank of Annapolis on Mortgage Geo M Taylor and others to Thos V Bundege dated Nov 7 th 1872 assigned to Thos Houles and by him assigned to FN Bank of Annapolis	5,252	04			
	Int. from 11 th March 1878 to Oct 25 th 1878 7-14		194	81		
	Cost of recording assignment of policy		180	5,448	65	
Claim No 2	Farmers National Bank of Annapolis on Mortgage dated 3 rd May 1873, Amount due as per decree passed	9,731	77			
	Int from 15 th July 1878 to 25 th Oct 1878 3-10		162	20	9,893	97
Claim No 3	Farmers Nat Bank of Annapolis on Joint Note of Geo M Taylor, S V Wilson, A D Wells and A B Hoaguer, dated Oct 26 th 1876 at four months	100	00			
	Int from Feb 26 th 1877 to Oct 25 th 1878. 7-7-29		99	83	10,998	83
	Am't of Claims			16,442	45	

Account with A B Hooper and Elvert Randall Esqrs Trustees

Cr

1878

dolls ct

October 25th By amt of proceeds of sale of Leachhold
Estate (Marion's Hall) per Report of
Trustees filed 26th Oct 1878

6.025 00

6.025 00

nos: 652 & 653 Quincy

Considered

Bank

Taylor

Trusts Report 1,

Expenses

Amended

Please file this

trans order

W.A.

H.P.

Filed 26 Oct 1878

Order nisi filed
26 Oct 1878

order 3 Dec 1878

In the Circuit Court for Anne Arundel
County, Del. Del. 1578

This 3rd day of December 1878

Ordered, that the fees herein on this account, be and the
same is paid to the filer and caplain, no cause to the
Court being shown although the order nisi of the
26th of October appears to have been duly perused as
therein required. The trusts are allowed the
same Commission, and for their expenses the sum of

\$ 81.75

Christman \$ 11.00 - repaid by J.G.G. (C.A.)

Ampleby Gyles \$ 17.00

Adventure \$ 27.00

American \$ 9.75

The Republic \$ 17.00

\$ 81.75

RI \$ 54.75 for D.S.E.

27
\$ 154.75

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

The undersigned, Trustees under the Decree
of your Honor passed in the Cause No. 631.
Equity, to make sale of certain described
property known as the Masonic Hall property
in Annapolis; and also constituted Attorneys by
The First National Bank of Annapolis, Assignees
of Thomas Rowe, Assignee of Brundage, in
the Cause No. 653. Equity, to make sale of part
of the same property in the said last mentioned
Cause - which said Causes have been con-
sidered by the Order of this Court passed on the
25th inst. respectively of record.

That they filed their Bonds in each of the
said two Causes which were duly approved, and
they then proceeded to advertise the property for sale,
by notices inserted in the Annapolis Gazette,
Maryland Republican and Anne Arundel Advertiser,
Newspapers published in the City of Annapolis, for more
than three successive weeks before the day of sale,
giving notice therein of the place, time, manner
and terms of sale - and by hand bills circulated
in Annapolis and elsewhere, and also by advertisements
inserted in The Baltimore American, a news-
paper published in Baltimore City. - That
in said advertisements they stated that they would
make said sale under and by virtue of the power
thoroughly vested in them by each of the said Causes.
as will appear by reference to a copy of them
herewith filed, marked Z. herewith filed.

That in accordance with said Advertisement
Yours Hunter Wagner attended at the
Court House Door in Annapolis, on Friday
the 25th day of October inst. at 12 o'clock
P.M. and there and there offered the whole of
said property for sale, according to the terms of
the Advertisement, and after several bids, the
property so offered was struck off to the Farmers
Trustee Bank of Annapolis, being the highest
bidder, at and for the sum of two thousand
and twenty five dollars.

My further report, that as the
purchase is a very large Credit in said
Cause, and the only persons entitled to any
part of the proceeds, they have not considered
it necessary to exact the execution of Bond
from said purchase as required by the decree.

All which is respectfully submitted

A. B. Wagner,

Wm. Dandall

Hunter

Chargé, Anne Arundel County.

I hereby certify, that on the 26th day
October 1878, before the subscriber, the
Clerk of the Circuit Court for Anne Arundel
County, personally appeared A. B. Wagner &
J. W. Dandall, and made oath that
the Returns in the foregoing Report contained
are true as therein set forth, and that the
same therein reported was fairly made by
The

best of them know of the relief.

Certified by

Spring Harwood
CLK

In the Circuit
Court of Lane
County, Oregon,

no 637. Equity

James Nat Bank of
Astoria -

Equity

Oct 1878
Jan 1878

Jayla & Co. Trustees &
of Astoria Loan
no 87 & 88

Trust

Bank of Astoria,
assignee of Rowles,

no 653
Equity

Jayla & Co Trustees

Consolidated

Ordered - That the sale made and reported by
Asst. B. Hagen and J. Wirt Randal, Trustees and
Attorneys in these Consolidated Causes, be ratified and
Confirmed - unless cause be shown to the contrary on
or before the 26th day of November 1878. provided
a copy of this Order be inserted in some newspaper
published in the City of Astoria, once a week
for each of three successive weeks before the 26th
day of November 1878.

The Report states the amount to be
\$6025.00

Spring Harwood CLK

Exhibit Z

IN WITNESS WHEREOF

ROBERT

OR ALTHOUGH

RESPECTS AND OBLIGATIONS, WITH

THEY HAVE BEEN

THEY HAVE BEEN

TRUSTEES' AND MORTGAGEES' SALE

OF VERY VALUABLE

PROPERTY

In Annapolis, Md.

By virtue of a decree of the Circuit Court for Anne Arundel county, in Equity, dated August 31st, 1878, and passed in No. 631, Equity, a cause in said court depending; and under and by virtue of the powers of sale severally contained in a mortgage from Geo. M. Taylor and others, trustees, &c., to Thomas V. Brundige, dated November 7th, 1872, and the assignments thereof recorded in Liber S. H., No. 7, f. 176, S. H., No. 8, f. 537, and S. H., No. 11, f. 574, &c., respectively, Land Records of said county; the undersigned, as trustees named in said decree, and as agents and attorneys for the Farmers' National Bank of Annapolis, the last assignee and present owner of said mortgage, will offer at public sale at the Court House door, Annapolis, on

Friday, October 25th, 1878,

at 12 o'clock, M., the large and valuable property known as the

Masonic Hall, or Masonic Opera House,

situated on the west corner of Maryland avenue, and Prince George's street, in said city.

The property consists of a rectangular lot of ground, fronting forty feet on Md. ave., and ninety feet on Prince George's street, subject to a ground rent of ninety-two dollars per annum, (with a privilege of purchasing the fee,) and improved by a large

THREE-STORY BRICK BUILDING.

The building was erected about six years ago, and is one of the largest and most valuable in the City of Annapolis; on its first floor is the U. S. Post Office and THE RECORD printing office; on the second, the largest and most popular hall for public entertainments in the city, capable of accommodating over six hundred persons; and on the third, the lodge-rooms of various societies and orders. The rents derived from the various parts of the building average about \$1,500, per annum.

In connection with said property and at the same time and place, the undersigned will also offer at public-sale the existing rights of the lessees in the adjoining lot of ground and its improvements, under the lease thereof from A. Randall and wife, to Geo. M. Taylor and others, trustees, &c., recorded in Liber S. H., No. 9, f. 122, &c., among said Land Records. The last named lot has a front of twenty feet on Md. Ave., and a depth of ninety feet.

TERMS OF SALE:—One-third part of the purchase money to be paid in cash on the day of sale, or the final ratification thereof by the Court, the residue in equal instalments at one and two years; the whole purchase money, except so much as shall be paid on the day of sale, to bear interest from the day of sale, and to be secured by the bonds of the purchaser, to be approved by the trustees.

A. B. HAGNER,
J. WIRT RANDALL,
Trustees,

October 7th, 1878.

And Agents and Att'ys for The Farmers' National Bank of Annapolis.

TRUSTEES' AND MORTGAGEES' SALE
OF VERY VALUABLE

PROPERTY

In Annapolis, Md.

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A. B. HAGNER,
J. WIRT RANDALL,
Trustees,

October 7th, 1878.

And Agents and Att'ys for The Farmers' National Bank of Annapolis.

C-70-653

no 653. Sping

Brown, Assigues

was found in the
glacier

Geo. In Taylor

Petition to Congress

Order this case into

no 631. Sping, and
Exhibit A. B. C. D. I. W. R.

and

please refer
lay them before the C.

A. W.

R. C. P. S.

Filed 25 Oct 1848

Order consolidated
said cases Nov. 26th

1848.

16 is out - 17

said Cause No 653, and the said Trustees,
with a view of avoiding unnecessary expenses,
when required by the said Bank to take the
said property advertised to come under the
authority in both said Chancery Causes - as
will appear by reference to a Copy of the said
Advertisement herewith filed as part of this
Petition, marked "A. B. & J. W. R."

They are advised that it will be proper that
the said two Causes should be now consolidated,
as such consolidation will come to the interest
of all concerned. But the said Trustees have
made due regard of the said property, in ac-
cordance with said Advertisement, and they desire
to make their report of their proceedings as such
Trustees, and it is unnecessary the two reports
should be made in the separate Causes.

Your Petitions therefore pray your Honors,
to pass an Order consolidating the said Cause
No 653, with the Cause 631. - and for further
relief &c

Judice H. H. H. H.
for the Bank

Spring Circuit Court of Anne Arundel County
No 653 Equity

On Consideration of the foregoing Petition
at this 26th day of October 1878 I
The Court of Anne Arundel County, and by the
Authority thereof adjudge and ordered, that the
Cause No 653 Equity in this Court, be and the
same is hereby consolidated with the Cause No
631 Equity.

Wm. N. Hayden
E. Hammond

No. 5532g.

Bond

A. B. Naquer
and

J. Wirt Randall
agents and attor.

neys of
The Farmers N. Bank
of Annapolis, Md.,
assignee

The sureties to the within
bond are in my opinion
sufficient.

S. Thos. McCullough -

Notary Public

Filed & approved
2^d October 1878

Just.

Wm. H. Woodward
CLK

26

Know all men by these presents that we Alexander B. Hauger, J. Wirt Randall and Alexander Randall all of Anne Arundel County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty-five thousand dollars current money, 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 firmly by these presents. Sealed with our seals and dated this second — day of October, eighteen hundred and seventy eight.

Whereas by deed of mortgage, from George W. Taylor, Joshua Brown and others, Trustees re. to Thomas V. Brevidge, dated the seventh day of November eighteen hundred and seventy-two and recorded in Liber S. H. No. 7, folio 176 re, Land Records of Anne Arundel County, the said Thomas V. Brevidge, his heirs, executors, administrators and assigns were authorized and empowered to sell all the property in said mortgage mentioned or so much thereof as might be necessary in case of any default being made in any of the conditions of said mortgage; and whereas afterwards the said Thomas V. Brevidge assigned and conveyed all his right, title and interest in said mortgage to a certain Thomas Rowles, by deed of assignment

dated February third, eighteen hundred and seventy-five and recorded in Liber S. N. No. 8. p. 537, Land Records of said county; and afterwards the said Rowles for a valuable consideration assigned and granted to The Farmers National Bank of Annapolis, Maryland, all his right, title and interest in and under said mortgage and under the assignment thereof aforesaid, and all the right, title and interest of him, the said Rowles, in said property, by deed of assignment dated the eleventh day of March eighteen hundred and seventy-eight and recorded in Liber S. N. No. 11. folio 574 &c., among said Land Records. And whereas default hath been made in the conditions of said mortgage, by the mortgagors therein named, by not paying to the assignees the sums secured by said mortgage and according to the terms thereof, and the said Bank, through its duly appointed agents and attorneys in that behalf, Alexander B. Wagner and J. Wirt Ransdall, is about to exercise the powers of sale contained in said mortgage and vested in the said Bank by said mortgage and the several assignments thereof aforesaid: -

Now the condition of this bond is such that if the above bounden Alexander B. Wagner and J. Wirt Ransdall, - - do and shall well and faithfully perform the trust reposed

in them, and shall abide by and fulfil
any order or decree which shall be made by any
court of equity in relation to the sale of said
mortgaged property, or the proceeds thereof, then
the above obligation to be void, otherwise to re-
main in full force and virtue in law

Signed, sealed and
delivered in the presence

of
Agnes W. Randall

A. B. Hagner, A.
Randall, his attorney
W. H. Randall

A. Randall,

Seal

Seal

Seal

No 653, Equity
Thomas Rowles
assignee of
Thomas C. Brundage

vs
George M. Taylor
Others Trustees etc

W. A. Clark will file
his paper, mortgage, as-
signment and Bond and
ocket the case

Th. Baunne
J. A. Hedges
Sol^o for Assignee

Filed 15: Feb 1878

Thomas Rowles
assignee of
Thomas D. Braundice
vs
George M. Taylor
Joshua Brown
Joseph M. Marshall
Charles H. Hopkins
James H. Brown
Trustees etc.

In the
Circuit Court
for N. H. County
in
Equity

To the Hon the Judges of the Circuit
Court for New Hampshire County in Equity;
Thomas Rowles assignee of Thomas D.
Braundice begs leave to file the within mortgage
and assignment thereof, and bond and to
proceed to make sale of the Leasehold Estate in
said mortgage mentioned - The mortgagors
having failed to comply with the covenants
therein contained.

M. Baum
J. A. Haring
Sol^r for Thomas Rowles.

N. 653 Equity

Thomas O. Bannidge

to
Thomas Rowles
Copy

Filed 15. July 18th 78

Cost 45
2-13.

This Assignment of Mortgage made this third day of February eighteen hundred and seventy five by Thomas V Brundige of Baltimore County in the State of Maryland Witnesseth that for and in consideration of the sum of five thousand five hundred dollars the said Brundige doth hereby grant and assign unto Thomas Rowles all his right title interest and claim in a mortgage on "Masonic Temple Property" situated in the City of Annapolis in the State of Maryland particularly described by metes and bounds in said mortgage from George M Taylor, Joshua Brown Joseph W Marshall Charles H Hopkins and James H Brown Trustees for Annapolis Lodge No 89 - Ancient Free and accepted Masons, to the said Thomas V Brundige and recorded among the Land Record Books of Anne Arundel County in Liber 18 to 7 folio 176th Witness the hand and seal of the said Thomas V Brundige -

Test J. M. Myers

Thos V Brundige (seal)

State of Maryland Baltimore City to wit

I hereby certify that on this third day of February eighteen hundred and seventy five before the subscriber a Justice of the Peace of the State of Maryland in and for the City of foresaid personally appeared Thomas V Brundige and acknowledged the foregoing assignment of mortgage to be his act -

Joshua M Myers, J. P.

State of Maryland Baltimore City Set

I hereby certify that Joshua M. Myers Esquire before whom the annexed acknowledgment was made and who has thereto subscribed his name was at the time of so doing a Justice of the peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn -

Seal

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 3^d day of Feby 1875

Geo Robinson Clerk of the Superior Court of Baltimore City

Recorded 5th Feby 1875

State of Maryland Anne Arundel County Set

I hereby certify that the foregoing is a true and correct copy as taken from Liber S. M. 108 folio 537th one of the Land Record Books of Anne Arundel County,

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this fifteenth day of February 1878 -

Spring Harwood Clk

No 653 Equity

Thomas Rowles

Assignee

vs

George M. Taylor
Father Trustees

BOND

I believe the within bond to
be sufficient.
Geo Revell
Attorney

1878
Filed 15. th Feb 1874

Spring Harwood
C.W.

Know all men by these presents that we
Thomas Rowles of Howard County Maryland
and Michael Bannock and James H. Hodges
both of Anne Arundel County
are held and firmly bound unto the State of
Maryland in the just and full sum of
Twenty Five Thousand Dollars current money
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 admini-
strators firmly by these presents sealed with
our seals and dated this the (13th) day
of February in the year eighteen hundred
and seventy eight.

Whereas by deed of mortgage dated the
seventh day of November 1872, from George
W. Taylor, Joshua Brown, Joseph W. Mar-
shall Charles H. Hopkins and James H. Brown
Trustees of Annapolis Lodge No 89. Ancient
Free and Accepted Masons, to Thomas O.
Boudrige of Baltimore City, recorded in
S. N. No. 7. Folio 176^{de} Land Records of
Anne Arundel County ^{to certain} the said Thomas O.
Boudrige his heirs, executors administrators
and assigns were authorized and empowered
to sell all the property in said mortgage
specified or so much thereof as might be neces-
sary in case of any default being made

in any of the conditions of said mortgage, and
whereas afterwards set; on the third day of February
eighteen hundred and seventy five the said Thomas
W. Brundage by deed of assignment of said
last mentioned date granted and assigned
all his right title and claim in said
mortgage to the said Thomas Rowles, which
said deed of assignment will be found duly
recorded in S. H. No. 8. Folio 537 Land
Records of Anne Arundel County. — And whereas
default has been made in the conditions of said
mortgage, by the said mortgagors, by not
paying the said Rowles assignee, the
sums due as required by said mortgage
and the said Rowles on account of said
default is about to exercise the power of sale
vested in him by virtue of said mortgage
and said assignment; thereof as aforesaid;

Now the condition of the above obligation
is such that if the above borrower
(Thomas Rowles) shall abide by and
fulfil any order or decree which shall
be made by any Court of Equity in rela-
tion to the sale of such mortgaged property
or the proceeds thereof, and shall well and
faithfully exercise the trust reposed in him
by said mortgage, and assignment, then
this obligation shall be null and void

otherwise to be and remain in full force and
virtue

Witness

Edw. Powers
as to J. Rowles

Thos Rowles Seal
M. Barron Seal
J. H. Hodges Seal

Witness to

Signature of

Barnett Hodges

C. J. McFerson

653 Equity
Mortgage

from
George W Taylor
Johnna Brown
Joseph W Marshall
Charles S Hopkins
James H Brown
Trustees

to
Thomas V. Prundige

Received for Record
this 12th day of Nov 1872
Same day recorded in Liber
S. H. 147 folio 176th one
of the Land Record
Books of Summit
County and Examined
by me S Harwood
Clk

Filed 15. Feb 1878

~~25~~ \$2.50 paid 2:50

This Mortgage made
this Seventh day of November, eighteen
hundred and seventy two, by and between
George M Taylor, Joshua Brown, Joseph
M Marshall, Charles H Hopkins and
James H Brown Trustees for Annapolis
Lodge No 89, Ancient Free and Accepted
Masons, all of the City of Annapolis, in the
State of Maryland of the one part, and
Thomas V. Brundige of the City of Baltimore
in the State aforesaid, of the other part,

Whereas the said George M Taylor, Joshua
Brown, Joseph M. Marshall, Charles H Hopkins,
and James H Brown Trustees as aforesaid are
justly and bona fide indebted unto the said
Thomas V. Brundige in the full sum of
Five thousand and five hundred dollars,
and have passed therefor to the said Brundige
their promissory note for Five thousand and
five hundred dollars, bearing even date here-
with, and payable two years thereafter, and
for the interest thereon the said Trustees have
passed to the said Brundige their four other
promissory notes for One hundred and sixty
five dollars each, bearing even date herewith
and payable respectively in six, twelve, eighteen,
and twenty four months thereafter, and for
the purpose of securing the punctual payment

of said notes at maturity the said Trustees have agreed to execute these presents, the execution hereof being a condition precedent to the creation of said indebtedness.

Now this Mortgage imports that for and in consideration of the premises, and of the sum of One dollar, the said George M Taylor, Joshua Brown, Joseph M. Marshall, Charles H Hopkins and James H Brown Trustees as aforesaid do grant unto the said Thomas V Brundige his heirs, personal representatives and assigns All that lot or parcel of land situated in the City of Annapolis aforesaid and described as follows, that is to say, Beginning for the same on the south west corner of North East and Prince Georges streets, fronting forty feet on North East street, and running back in a rectangular form ninety feet along the line of Prince Georges street with an average width of forty feet. (Being the same lot or parcel of land which by Indenture bearing date on or about the 8th day of April 1872 and duly delivered to be recorded among the Land Records of Anne Arundel County, was demised and leased by Alexander Randall and wife unto the said George M Taylor, Joshua Brown, Joseph M Marshall, Charles H Hopkins, and

James H Brown to hold the same in trust for the term of ninety nine years renewable forever at and under the yearly rent of ninety two dollars payable on the 8th day of April in each and every year with the privilege upon the payment of the principal sum of One thousand, five hundred, and thirty three dollars, and thirty three and one third cents and all arrearages of rent and taxes of purchasing the same in fee simple)

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

To have and to hold the property above described or mentioned, unto, and to the use of the said Thomas V. Brundige his heirs executors administrators and assigns, for all the residue of the term yet to come and unexpired therein, with the benefit of renewal from time to time for ever; subject to the payment of the clear yearly rent of ninety two dollars on the 8th day of April in each and every year with the privilege of extinguishing the ground-rent as aforesaid

Provided, that if the said George M Taylor, Joshua Brown, Joseph M. Marshall, Charles

H. Hopkins and James D. Brown Trustees as
aforesaid their heirs, successors or assigns
shall well and truly pay unto the said
Thomas v. Brundige his heirs, personal
representatives or assigns the aforesaid
promissory notes at maturity 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 Trustees shall
possess the aforesaid property, upon paying, in the
meantime, the ground rent and all taxes on land
hereby mortgaged property, and on the mortgage
debt and interest hereby intended to be secured;
which taxes and ground rent and the aforesaid
promissory notes the said Trustees for
themselves their heirs successors and assigns
covenant to pay when legally demandable.

But in case of any default being made in
the payment of any one of the aforesaid prom-
issory notes or in any other condition of this
Mortgage, then it shall be lawful for the
said Thomas v. Brundige his heirs, executors
administrators and assigns or Thomas v.
Brundige his or their hereby duly constituted
Attorney or agent to sell all the property hereby
mortgaged, or so much thereof as may be

necessary, and to grant the same to the purchaser or purchasers thereof, or to his, her, or their executors, administrators or assigns, which sale shall be made in the following manner, by giving at least twenty days notice of the time, place, manner and terms of sale, in two newspapers the one published in the City of Annapolis aforesaid and the other published in the City of Baltimore aforesaid, and the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, secondly to the payment of all moneys owing hereunder, whether the same shall have then matured or not, and, as to the balance, to pay it over to the said Trustees their successors or assigns.

And the said Trustees for themselves their successors and assigns further covenant to insure, and pending the existence of this Mortgage, to keep insured, the improvements on the hereby mortgaged land, to amount of at least Five thousand and five hundred 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 Thomas V. Brundage his executors, administrators and assigns to the extent of his or their lien or claim hereunder.

Witness the hands and seals of the said
George M Taylor, Joshua Brown, Joseph M
Marshall, Charles St. Hopkins, and James
St Brown Trustees as aforesaid

Test: W. H. Gaffney,

Just Geo. M. Taylor

Joseph M. Marshall

Chas. St. Hopkins

Jas St. Brown

Just John Thomas,

and Joshua Brown

Geo. M. Taylor

Joshua Brown

Joseph M. Marshall

Chas. St. Hopkins

Jas. St. Brown

Seal

Seal

Seal

Seal

Seal

State of Maryland,

Anne Arundel County to wit,

I hereby certify that on this
Seventh day of November, eighteen hundred
and seventy two, before me the subscriber, a
Justice of the Peace of the State of Maryland
in and for the County aforesaid personally
appeared George M Taylor, ~~Joshua Brown~~,
Joseph M. Marshall, Charles St Hopkins and
James St Brown Trustees for Annapolis Lodge
No 89 Ancient Free and Accepted Masons, and
did each acknowledge the aforesaid mortgage
to be their respective act and deed.

W. H. Gaffney, J.P.

State of Maryland.

Fredrick's County, Md:

I hereby certify that on this 8th,
day of November, A.D. 1872, before
me, the Subscribing Justice of the
Peace of the State of Maryland, in
and for Fredrick's County, person-
ally appeared Joshua Brown, one
of the Masters of Annapolis Lodge No
89, Ancient Free and Accepted
Masons and acknowledged the
foregoing mortgage to be his act
and deed.