

before said sale, inserted in some newspaper or newspapers printed in Frederick City, and Westminster in Carroll County, of the time, place, manner and terms of sale, which terms shall be as follows - the purchaser or purchasers shall pay to the trustee, on the day of sale, or the ratification thereof one third of the purchase money, and the other two thirds in two equal annual payments in one and two years from the day of sale, which two last payments the purchaser or purchasers shall give notes to the said Trustee with good and approved security to approved by him. And as soon as may be convenient after such sale the said trustee shall return to this court a full and particular account of the same with an affidavit of the truth thereof, and of the fairness of such sale annexed - and on the ratification of such sale by the court, and on the payment of all the purchase money, and not before, the trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said land and premises and to his, her or their heirs, the property to him her or them sold, free clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by from or under them. And the said Trustee shall bring into this court the money arising on sale or sales to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and such commission to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity, wherewith he shall appear to have discharged his trust

M Nelson

Thereupon the following Trustee Bond was filed

State Stamp 1/2

Know all men by these presents that we John Cover of Carroll County in the State of Maryland and John Coats of Frederick County & state aforesaid, are held and firmly bound unto the State of Maryland in the just and full sum of Two thousand dollar 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 jointly and severally, firmly by these presents, sealed with our seals, and dated this 18th day of January A D 1854 Whereas by a decree of the Circuit Court for Frederick County, sitting as a court of equity bearing date the 9th day of January 1854 and passed in a cause in said court depending where in Joseph Kuhn and others, are complainants, and John Smith and others are defendants, being No 2492 Equity in said court, the said John Cover was appointed trustee to make sale of the real estate in said decree mentioned - Now the condition of the above obligation is such that if the above bounden John Cover do and shall well and faithfully perform the trust reposed in him by said decree, or which may be reposed in him by any future order or decree in the premises, then the above obligation to be void otherwise to remain in full force.

Signed sealed & delivered in the presence of James Kenigaw Jr

John Cover Seal
John Coats Seal

'Endorsed' 1854 Jan 18 I certify to the sufficiency of the within bond R Melem Jr

1854 Jan 18 - Bond approved & filed Edward Shrews Clk

Thereupon the following Report of Trustee & order was filed March 3rd 1854 viz-
Joseph L Kuhn, Franklin Kuhn, John Cover & wife & others } No 2495 Equity - In the Circuit Court
vs } for Frederick County, sitting as a Court of
John Smith & wife, Jacob Knoff & John Knoff & others } Equity February Term 1854