

said Trustee shall think proper, which Terms of Sale shall be as follow. One third of the purchase money shall be paid, on the day of sale, or on the ratification thereof, and the residue in two equal annual payments, to be secured by the Bonds of the purchaser, with Security, to be approved by said Trustee, and bearing Interest from the day of sale, and on the payment of the whole of the purchase money, and not before, the Trustee shall by a good & valid Deed of Conveyance, to be executed, and acknowledged agreeably to Law, Convey to the purchaser or purchasers, his her or their heirs, the property, so purchased by him her or them free & discharged from all claim of the parties - Complainant & defendant in this Case, and as soon as may be convenient, after said sale. The Trustee shall return to this Court, a full and particular - account of the same, with an affidavit of the truth thereof, and of the fairness of such sale, and shall bring into this Court, the money the proceeds of such sale, to be disposed of, under the direction of this said Court, among the parties entitled thereto, after deducting therefrom the Costs of this suit, to be taxed by the Clerk of this Court, and such Commissions to the Trustee, as this Court shall think proper to allow, in Consideration of the skill, attention, and fidelity - wherewith he shall appear to have discharged his trust; And the said Trustee shall give three weeks Public Notice, to the creditors of said William - Hollenbenger to file their claims, properly vouched, with the Clerk of this Court, or that otherwise they will be barred from any participation in said trust funds.

W. Nelson.

The following Bond was filed Jan. 3rd 1855.

State of Maryland } Know all men by these presents - that we John Hollenbenger, John
 Stamp 1. ⁰⁰/₁₀₀ } Newcomer, and Michael Newcomer, of Washington County and
 State of Maryland, are held, and firmly bound, unto the State of Maryland, in
 the just and full sum of Three thousand dollars, Current money, to be paid to the
 said State, or its lawful attorney, to which payment well and truly to be made &
 done, we bind our selves, and each of us, our & each of our heirs, executors, and
 administrators, jointly, and severally, firmly by these presents, sealed with
 our seals, and dated this 28th Day of December A.D. 1854.

Whereas by a decree of the Circuit Court, for Frederick County sitting as a
 Court of Equity, bearing date, on the 14th day of December, 1854, wherein Washington S. Hollen-
 benger is Complainant, and Elizabeth Hollenbenger, and others, are defendants, the said John
 Hollenbenger was appointed Trustee, and was authorized to make sale of the Real Estate in
 said proceedings specified, for the purposes therein set forth. Now the condition of the
 above obligation is such that if the above bound - John Hollenbenger, do and shall well
 and faithfully discharge the duties of 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 be & remain, in full force & virtue in Law.

Signed, Sealed, & sworn in the presence of }
 of John H. Newcomer } John Hollenbenger? (Seal)
 John Newcomer? (Seal)
 Mich. Newcomer? (Seal)

1855. January 3rd - I hereby certify to the sufficiency of the within Bond.
 Grayson Eichelberger,
 Endorsed January 3rd 1855. "Approved & filed"
 "E. Shriver Clk."

The following Report of Sales was filed 13th April '55.

W. S. Hollenbenger } No. 2584. In the Circuit Court for Frederick County,
) } sitting as a Court of Equity, February Term 1855.
 Elizabeth Hollenbenger } To the Hon. Madison Nelson, Judge of the Circuit Court, for
 and others } Frederick County, sitting as a Court of Equity.

The Report of John Hollenbenger, Trustee in the above case - Respectfully shows -