

Exhibit
D. S. &
J. M. M. D.
No 2

To John Sifford & James M. M. Dermott, Trustees for the sale of the real estate of Peter M. Gee, you having sold the lands which I purchased of you as Trustees in No 2631 Equity to Joshua Dill and Henry Lorentz for the same price which I agreed to pay you, you will report them to the Court as purchasers, they complying with the terms of Sale Witness my hand this 31st day of Jan'y 1857

Witness- J. M. M. Dermott
The Joshua Dill and Henry Lorentz do agree to comply with the terms of sale of the M. Gee property heretofore made by John Sifford & James M. M. Dermott, Trustees, to John H. Simmons described in No 2631 Equity for \$11 per acre, and we agree to be substituted as purchasers and to comply with the terms of Sale, January 31st 1857
Joshua Dill
Henry Lorentz

Trustees' Sale.

Adm^r

By virtue of a decree of the Circuit Court of Frederick County, sitting as a Court of Equity, the subscribers will offer at public Auction, to the highest bidder, at the City Hotel (Dorsey's) in Frederick Town, on the 1st day of January 1857, at 10 O'clock A.M. the following real estate, situate and lying in Frederick and Montgomery Counties, 11 Miles South of Frederick, on the road leading from Urbana to Barnesville, the mouth of the Monocacy and the Chesapeake and Ohio Canal, 5 miles from the latter, and on the East side of the Sugarloaf Mountain (late the property of Peter M. Gee, deceased) The entire estate contains 390 Acres of land, as per recent survey, 90 Acres of which is valuable Oak and Chestnut Limber Land, the improvements are a two story Barn House and Kitchen attached; A Negro Quarter, Smokehouse, a Barn, Stable, Cornhouse &c. The cleared land some 300 Acres, is divided in suitable fields and in tolerable fencing condition, there is a never failing Spring of excellent water convenient to dwelling and stable yard, This property affords an eligible and valuable Country Homestead; the land is susceptible of great improvement, exposure to the South and East, and convenient to mouth of Monocacy, where limestone can be had and Market for surplus farm productions, The above property will be sold entire, or will be divided into two parcels of 240 Acres and 150 Acres, dividing woodland about equally. The Plot of Survey can be seen by reference to the subscribers, and the plan of division pointed out thereon, Terms of Sale, One third of the purchase money to be paid in hand on the day of sale, or on the ratification of sale by the Court, at the election of the purchaser or purchasers, the residue of purchase money to be paid in two equal annual payments from the day of sale, the purchaser or purchasers giving notes for the same with approved security, and bearing interest from the day of sale, Possession, immediately upon the ratification, and compliance with the terms of sale, Nov. 27 1856
John Sifford
James M. M. Dermott, Trustees
Levi Vanfossen, Auctioneer

Printed
Baltimore

"Union Office" Frederick July 2^d 1857 - This is to certify that the annexed advertisement of Sale of the real property of Peter M. Gee was duly published in the Union for more than three consecutive weeks prior to 1st Jan'y 1857
J. M. Gezer for John S. Simmons

Order
Nisi

John M. Dermott and
Mary M. Dermott his wife
and John M. Gee
vs
James M. M. Gee doctrs
No 2631 Equity,
In the Circuit Court for Frederick County in
Equity — Ordered this second day of February
1857 that the sales made and reported by John
Sifford and James M. M. Dermott, Trustees, in this cause
to Joshua Dill and Henry Lorentz purchasers substituted in place of John A
Simmons be ratified and confirmed unless cause to the contrary be shown on or
before the 28th day of February 1857 Provided a copy of this order be inserted once a