or which may be reposed in them by any future decree or order in the premises: they shall then proceed to make sale of said Mortgaged premises having first given at least three weeks previous notice inserted in some newspaper published in Frederick County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows, one half of the purchase Money to be paid on the day of sale, or ratification thereof at the election of the purchaser or purchasers the residue in one year from the day of sale, the purchaser giving his, her or their note for the same, with approved Security and bearing interest from the day of Sale. 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 the same, with an affidavit of the truth thereof and of the fairness of such sale or Sales, annexed and on ratification of such Sale or Sales by the Court, and on payment of the whole purchase money and not before the said Trustees shall by a good and sufficient deed to be executed and acknowledged according to law convey to the purchaser or purchasers of said property and to his her or their heirs the property to him, her or them sold free, clear and discharged of all claim of Complainants and defendants and of the dower of Elizabeth Sparrow and of any person or persons claiming by, from or under them, and the said Trustees shall bring into this Court, the money arising on such Sale or Sales, and the notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the Trustees as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

M. Nelson.

Bonds

Know all men by these presents that we Joseph Cartzendafner, Martin W. E. House, James R. Ferrell & Joseph Easterday of Frederick County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars lawful 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 and Administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this fifth day of March in the year eighteen hundred and fifty seven Whereas by a decree of the Circuit Court for Frederick County as a Court of Equity, dated on the twenty eighth day of February in the year eighteen hundred and fifty seven and passed in No 2691 Equity docket in said Court the above named Joseph Cartzendafner and Martin W. E. House were appointed Trustees to sell the mortgaged premises mentioned in said Case, Now the condition of the above obligation is such that if the above bounden Joseph Cartzendafner and Martin W. E. House, shall well and faithfully execute the trust reposed in them by said decree or which may be reposed in them by any future decree or order in the premises, then this obligation to be void.

Signed sealed and delivered in the presence of Edwd S. Boteler

Joseph Cartzendafner (Seal)
M. W. E. House (Seal)

Exhibit No 1 to Trustees Report of Sales

Trustees Report of Sales

Joseph Cartzendafner, and Martin W. E. House vs John Wesley Sparrow & Others

No 2691 Equity. In the Circuit Court for Frederick County as a Court of Equity.

To the Honorable Madison Nelson Circuit Judge of the third Judicial Circuit of the State of Maryland.

The report of Joseph Cartzendafner and Martin W E House appointed by the decree of the Circuit Court for Frederick County as a Court of Equity to make sale of certain real estate therein mentioned shows that after giving bond

Trustees Certificate