

terms of sale shall be, one third of the purchase money shall be paid cash on the day of sale and the residue in two equal payments at six and twelve months from the day of sale; for which deferred payments the purchasers shall execute their bonds with security to be approved by the 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 and valid deed of conveyance to be executed agreeably to law, convey to the purchaser or purchasers the property so purchased by him, her or them, free, clear and discharged of all claim of the parties to this suit and of those claiming by, from or under them; and as soon as may be convenient after such sale, said trustee shall return to this Court a full report of his proceedings with an affidavit of the truth thereof and of the fairness of such sales and shall bring into this Court the money and the bonds of the purchasers, the proceeds of sales, to be distributed under the order of this Court among the parties entitled thereto, having first deducted from the same the costs of this suit to be taxed by the Clerk 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.

W. Nelson

Bond Know all Men by these presents that we, Joseph G. Miller, Daniel Getzendanner & Frederick Shipley of Frederick County in the State of Maryland are held and firmly bound unto said State of Maryland in the just and full sum of three thousand dollars 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, executors and administrators, jointly and severally, firmly by these presents, Sealed with our seals and dated this 19th day of August A.D. 1862.

Whereas by a decree of the Circuit Court for Frederick County sitting as a court of Equity bearing date on the fourteenth day of August in the year Eighteen hundred and sixty two and passed in a cause pending in said Court between Charles E. Trail and Ariana Trail his wife, as complainants and Philip Stine and others as defendants being No 3038 on the Equity docket of said Court, the said Joseph G. Miller was appointed trustee to make sale of certain real estate in said proceedings specified,

Now the condition of the above obligation is such that if the above bound Joseph G. Miller 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 decree or order in the premises, then the above obligation shall be void - otherwise to be and remain in full force and virtue in law.

Signed Sealed & Deliv^d in the presence of Geo. E. Shipley } Joseph G. Miller Daniel Getzendanner Frederick Shipley

I hereby certify to the sufficiency of the within bond } G. Eichelberger
Endorsed Approved and filed August 21 1862. Just C. G. Fitzhugh Clerk

Trustee report of sale Charles E. Trail wife } vs } No 3038 in the Circuit Court for Frederick County sitting as a court of Equity.
Philip Stine & others } So Hon. W. Nelson Judge of the Circuit Court for Frederick County sitting as a court of Equity.

The report of Joseph G. Miller trustee in the above case respectfully shows that after having given bond with approved security and at least three weeks public notice