Decree

David J. Markey
vs
Henry W. Rupprecht & others

No. 3089 In the Circuit Court for Frederick County sitting as a Court of Equity.

July Term 1863.

This case having been submitted to the Court upon the bill, exhibits answers and other proceedings, which were read and duly considered and the order of publication heretofore passed in this cause having been duly published and the absent defendants, Charles H. Taylor and Thomas J. Biggs, having failed to appear and answer the bill of complaint,—

It is thereupon this 17th day of September in the year eighteen hundred and sixty three by Madison Nelson Judge of the Circuit Court for Frederick County sitting as a Court of Equity and by the authority of the said Court adjudged, ordered and decreed that the bill of complaint be and the same is hereby taken pro-confesso as against said non resident defendants.—

And it is further adjudged, ordered and decreed that the real Estate specified and described in the bill and Exhibits in this case be sold as prayed, unless the said defendants or some one of them shall on or before the 22d day of September 1863 pay to said complainant said principal sum of Six hundred and sixty four dollars and fifty cents and of two hundred and sixty six dollars and twenty cents, with interest from the Seventh day of July 1862 and also the principal sum of four hundred dollars with interest from the 18th day of February 1862, with the costs of this Suit to be taxed by the Clerk and that in default of such payment, David J. Markey be and he is hereby appointed trustee to make such sale and the course and manner of his proceedings shall be as follows; he shall first file with the Clerk of this Court a bond payable to the State of Maryland in the penalty of Six thousand dollars, to be executed by himself with approved security and conditioned for the faithful discharge of the trust reposed in him by this decree or which may be reposed in him by any future decree or order in the premises—he shall then make sale of said real Estate at public sale, having first given at least three weeks notice by advertisement in some newspaper printed in Frederick and such other notice as he may deem proper, of the time, place, manner and terms of sale, which terms shall be; one half of the purchase money shall be paid on the day of sale or the ratification thereof, and the other half in twelve months from the day of sale, for which deferred payment the purchaser shall execute his note bearing interest from the day of sale with security to be approved by the trustee 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 and acknowledged according to law, convey to the purchaser the property purchased by him, 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, the trustee shall make a full report of his proceedings with an affidavit of the truth thereof and of the fairness of such sale and shall bring into this Court the proceeds of such sale to be distributed, under the direction of the Court, among the parties entitled to the same, after deducting therefrom the costs of this suit and such commission as this Court shall think proper to allow to the trustee in consideration of the skill, attention and fidelity, wherewith he shall appear to have discharged his trust.

M. Nelson

Bond

Stamp 50¢

Know all men by these presents that we David J. Markey, John Haushew and Valentine S. Rumner of Frederick County are held and firmly bound unto the State of Maryland in the