

No 4889 Equity

At the request of William Warner the following Power of Attorney was recorded Nov 13th 1874

This Agreement, and Power of Attorney made this 13th day of November in the year Eighteen hundred and Seventy four by and between Sarah E Cline, Absalom Cline Geo W Cline and Harriet Ann Cline, his wife, Frederick P Cline and Nimrod Dorsey and Sarah E Dorsey his wife, Witnesseth, Whereas, George Cline, late of Frederick County in the State of Maryland died intestate on or about the 27th day of February 1873 seized and possessed of valuable real estate situated in said County and State, and leaving the said Sarah E Cline as his widow, and the said Absalom Cline, George W Cline, Frederick P Cline and Sarah E Dorsey as his only children and heirs at law, all of whom are adults; And whereas all of the parties aforesaid are desirous to sell the said Real Estate to the best advantage for and clear of their respective interests therein: Now therefore in consideration of the premises and of one dollar, to the said Sarah E Cline, Absalom Cline, George W Cline, and Harriet Ann Cline his wife, Frederick P Cline, Nimrod Dorsey and Sarah E Dorsey his wife have made, constituted and appointed and by these presents do make constitute and appoint William Warner of Frederick County in said State our true and lawful Attorney, for us and in our name to sell and convey unto the highest and best bidder therefor all our respective interests in the said real estate of which the said George Cline died seized and possessed for the purposes and in the manner hereinafter particularly set forth; and the cause and manner of our said Attorney's proceedings shall be as follows, He shall first file in the office of the Clerk of the Circuit Court for Frederick County a bond to the undersigned, executed by himself with good security in the penalty of Twenty Thousand dollars, conditioned for the faithful performance of the trust reposed in him by these presents. He shall then proceed to make sale of the said real estate, to the best advantage at public sale or private sale in case he cannot effect an advantageous public sale, having first given at least three weeks previous notice inserted in some newspaper printed in Frederick County and such other notice as he may think proper of the time place manner and terms of sale, which terms shall be as follows: One third of the purchase money to be paid Cash, on or before the 1st of April 1875, one third in one year from the day of sale, with interest, and the remaining one third to be paid at the death of the said Sarah E Cline interest thereon to be paid to the said Sarah E Cline at the rate of Six per cent per annum during her natural life for her sole and separate use; And the said William Warner shall divide the said purchase money received from the sale of said real estate, as the same shall be received, equally among the said Absalom Cline, George W Cline, Frederick P Cline and Sarah E Dorsey and pay the same over to them, share and share alike, having first deducted therefrom all expenses incurred, in the execution of the powers hereby conferred and the sum of Two Hundred Dollars as compensation to the said William Warner for his labor and trouble in the execution of said powers; And in case the personal Estate of the said George Cline, deceased, should prove insufficient to pay all his just debts and liabilities then the deficiency shall be paid out of the sale of said real estate, and the said William Warner is hereby authorized and empowered to pay over such deficiency, as soon as the same shall be ascertained to the administrator of the personal estate of said George Cline and such deficiency shall be deducted equally from the respective shares of the said Absalom Cline, George W Cline, Frederick P Cline and Sarah E Dorsey, but in any and every event shall the said Sarah E Cline, widow receive legal interest on the full one third of said purchase money during her natural life, And on the payment of the whole of the purchase money at the time aforesaid, or upon the deferred payment being satisfactorily secured by mortgage and not before, the said William Warner Attorney, by a good and sufficient deed to be executed and acknowledged agreeably to law shall convey to the purchaser or purchasers of the said real estate the property to him her or them sold free clear and discharged of all claims of the parties hereto, as fully as we ourselves could do - In testimony whereof we