

No 5016 Equity

Taylorstown Loudoun Va. Feb 24th 1885

Mr Clayton O'Keary

Letter from
J R Rodrick

Guardian, I write you that my health is so bad that I will not be able to attend to the selling of the property in my trust. I think you had better take it in hand and also the land joining it, if you wish to know anything about the property at any time write to Brother Daniel, Lander Frederick's County Md. If I should improve in health enough before you make sale I will come to Frederick to see you, I would like to know if Emanuel Mountz is living in Frederick he used to follow the Carpenter trade.

Respectfully Yours &c
Jacob R Rodrick

Filed February 27. 1885.

Jacob R Rodrick and
Catherine Arise his wife and others

vs
William W Rodrick and
wife and others

No 5016 Equity
In the Circuit Court for
Frederick County
Sitting as a Court of Equity
Term. 1885

The above Cause, Standing ready for a hearing, and being submitted, the Bill, Answer, and Exhibits and all other proceedings were by the Court read and considered.

It is therefore this 27th day of February in the year Eighteen hundred and eighty five by the Circuit Court for Frederick County as a Court of Equity and by the authority of said Court, adjudged, ordered and decreed, that the land and premises mentioned in these proceedings be sold and that Clayton O'Keary of Frederick County, be and he is hereby appointed Trustee to make the said sales, and that the course and manner of his proceedings shall be as follows. He shall first file in the Clerk's Office of this Court a Bond to the State of Maryland executed by him with a surety or sureties, to be approved by the Court or the Clerk thereof, in the penalty of Four Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by his Decree, or which may be reposed in him by any future order, or decree in the premises. He shall then proceed to make sale of the said Real Estate, 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 half of the purchase money to be paid in cash on the day of sale, or on the ratification thereof by the Court the residue in one year from the day of sale the purchaser or purchasers giving his, her or their notes 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 Trustee 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 the ratification of such sale or sales by the Court, and on payment of the whole purchase money, and not before, the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall 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 the parties to this cause, and of any person or persons claiming by, from, or under them; and the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting there-

Decree

Agree
The p
Sale
to be
Arise
Catherine
Arise