

No. 5393 Equity

To the Honorable the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity. The report and petition of Randolph T. Stull Trustee, respectfully shows unto Your Honors, that on the 29<sup>th</sup> day of December A.D. 1887, Simon P. Saylor and Sarah A. R. Saylor, his wife, conveyed to your Petitioner, by their deed of Trust, of said date, all the real and personal Estate of said Simon P. Saylor, except such as was exempt from execution by law, and including the real estate that said Simon P. Saylor had conveyed to said Sarah A. R. Saylor, upon the Trusts described in said deed, a copy of which is filed herewith marked Exhibit No. 1. and which, with all other Exhibits herewith filed is prayed to be taken as part of this report and petition as fully as if here inserted in words and figures.

Report of Sales

1. That Your Petitioner, after giving bond with approved security, as required by law and after giving, at least three weeks previous notice of the time, place, manner, and terms of sale by advertisement in the "Examiner" a Newspaper published in Frederick County and by hand-bills extensively circulated, he did, in pursuance of said notice and by the Authority conferred upon him by said deed, attend on the premises being the Home Farm, of said Simon P. Saylor, on Tuesday the 14<sup>th</sup> day of February A.D. 1888, at 10 O'clock A.M. and there, and there offered at public Sale to the highest bidder the said Home Farm containing one hundred and forty Acres, more or less, and particularly described and referred to in said deed, and sold the same to said Sarah A. R. Saylor, she being the highest and best bidder therefor at and for the sum of Thirty Six, and  $\frac{75}{100}$  Dollars per acre, aggregating the sum of Five Thousand and Seventy-five dollars, and the said Sarah A. R. Saylor has obligated herself to comply with the terms of Sale, which were One third cash, on the day of sale or its ratification by the Court & the balance in one & two years from the day of Sale, the purchaser to give his or her notes with approved security bearing interest from the day of Sale, as will appear by her acknowledgment of purchase filed herewith marked Exhibit "S. A. R. S."

2. Your Petitioner also, at the same time and place, next offered to the highest bidder the Farm containing fifty-five Acres, and fifteen perches, more or less, conveyed by said deed, and sold the same to John A. Saxton, he being the highest and best bidder therefor at and for the sum of forty five, and  $\frac{75}{100}$  Dollars per acre, aggregating the sum of Five Thousand and four hundred and ninety three dollars, and the said John A. Saxton has obligated himself to comply with the terms of Sale, which were the same as above described, as will appear by his acknowledgment of purchase filed herewith marked Exhibit "J. A. S."

3. That said last mentioned property had a Mortgage Lien thereon held by Jas. M. Delaplane for One Thousand Dollars besides interest which by the terms of said deed of Trust is to be paid out of said proceeds of Sale -

4. That there was considerable Personal Property conveyed by said Deed of Trust which Your Petitioner has not yet disposed of -

5. That the Creditors of said Simon P. Saylor, numerous, and not all known to Your Petitioner, and he is unable to execute the Trusts created by said deed without the aid and protection of Your Honorable Court

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