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Frederick County

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No. 6945 Equity.

Decree,

Bradley T. Nicodemus
vs
Clinton C. Nicodemus et al

No. 6945 Equity
In the Circuit Court for Frederick County
sitting as a Court of Equity,
November Term, 1898.

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

It is thereupon, this 25th day of November in the year Eighteen Hundred and ninety eight 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 except the farm in these proceedings mentioned, now advertised for sale, in the execution of a power of sale contained in the first mortgage thereon, and that Hammond Urner Esq and to receive from Charles A. Norwood first Mortgagee of the farm in these proceedings mentioned, of Frederick County be and he is hereby appointed trustee to make said sales and that the course and manner of his proceedings shall be as follows. He shall first file in the Clerks 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 Clerk thereof, in the penalty of Six thousand Dollars conditioned for the faithful performance of the trust reposed in him by this 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 except the farm as aforesaid 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 six months the purchaser or purchasers giving his, her, or their notes, with approved security and bearing interest from the day of sale, or all cash at the option of the purchaser, and the said trustee shall collect any residue from the said Charles A. Norwood, assignee of said first mortgage and the said Charles A Norwood assignee of Mortgage is hereby ordered and directe to pay to the said trustee the residue of the proceeds of sale of said farm after payment of said mortgage debt and interest and the costs and commissions of sale under the power 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, and of the money received from said assignee of Mortgage with an affidavit of the truth thereof, and of the fairness of such sale or sales aforesaid 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 the said property and