

No. 8096. Equity.

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 in Cash on the day of Sale, or on the ratification thereof by the Court, the residue in two equal annual payments, 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 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 the said property, and to his her, or their heirs, the property to him or them sold free, clear, and discharged of all claims 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 therefrom the costs of this Suit and such Commission to the said Trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

John L. Motter.

Judge of the Circuit Court for Frederick County, in Equity