

James M. Johnson to erect two new houses and put an addition to the old house on one of the lots for the price of \$1310. and the work was mostly done when my husband died and has since been completed in a satisfactory manner. Mr. M. A. Hemp held a mortgage for \$500 on the property before and had loaned my husband \$500 on note which was applied to Mr. Johnson's contract price, so that there is yet due Mr. John Johnson \$810. It would be to the benefit and advantage of the infant Tabitha C. Lemen as well as myself to have a sufficient sum borrowed on mortgage to clear up the indebtedness due and owing on said property and to pay Mr. Johnson the balance due him, because the rents we would receive would more than cover the interest on such mortgage indebtedness and the taxes and insurance, and would leave us a net income to live upon.

To the Gen. Int. by the Exm.

Ans. Nothing further.

Marie B. Lemen.

Whereupon there being no other witnesses to be examined and no further time being required for production of evidence, the said examiner hereby certifies that the foregoing are the original depositions in this cause as the same were read over to the witnesses and signed by them respectively; and I herewith return the same enclosed to the Court.

Witness my hand this 5th day of December A. D. 1913.

Clayton O. Keady

Examiner.

Costs of the foregoing testimony.

C. O. Keady, Examiner, 1 day	\$4.00
Thomas T. Lemen, wit. mige. & attend	4.03
Wm. H. Van Meter ,, ,, ,,	3.13
	<u>\$11.16</u>

Certified to

Clayton O. Keady.

Examiner.

DECREE.

The Bill of Complaint and all other papers in this cause together with the testimony, having been read and considered by the Court, and it appearing to the Court that it would be for the benefit and advantage of the infant in this cause to raise money by mortgage to improve the real estate mentioned in these proceedings and to pay the indebtedness on same; It is thereupon on this 27th day of December, A. D. 1913, ordered and decreed by the Circuit Court for Frederick County, sitting as a Court of Equity and by the authority thereof, that a mortgage be executed upon the real estate of mentioned in these proceedings, to Michael Arnold Hemp of said Frederick County, for the sum of Nineteen hundred and thirty five dollars, (\$1935.00) for the purpose of paying the following items--namely the sum of Five Hundred Dollars, (\$500.00) due on a note secured by mortgage dated January 18 1911, due by Willeughby N. Lemen and Marie B. Lemen, his wife to said Michael Arnold Hemp, together with accrued interest on said note from January 18 1912 to date of this decree, amounting to Twenty-eight dollars and thirty-three cents (\$28.33); the sum of Five Hundred Dollars (\$500.00) due on a joint promissory note dated June 21 1913, by Willeughby N. Lemen and Marie B. Lemen his wife to said Michael Arnold Hemp together with accrued interest on said note from June 21 1913 to date of this decree, amounting to fifteen dollars and fifty cents, (\$15.50); the sum of Eight hundred and ten dollars, (\$810.00) due a certain James N. Johnson, a builder, and contractor as balance on contract for the erection of certain dwelling houses erected on the real estate mentioned in these proceedings; the sum of thirty-two dollars and twenty-five cents (\$32.25) due the Clerk of this Court as costs in these proceedings; the sum of thirty dollars (\$30.00) to H. Dersey Etchison as counsel fee in this cause; the sum of eigh-