

## D E C R E E.

First National Bank of  
 Monrovia a body corporate  
 vs.  
 Charles W. Stup et al.

No. 9539 EQUITY.  
 In the Circuit Court for  
 Frederick County,  
 In Equity.

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The above cause standing ready for a hearing and being submitted, the answer of all the adults parties having been interested in said real estate, except the surviving Mortgagee of Emmanuel Stup who fails to answer the Bill of Complaint, the Bill of Complaint and all other papers were by the Court read and considered. It is thereupon, this 11th day of April, A.D. 1916, by the Circuit Court for Frederick County, sitting as a Court of Equity, and by the authority thereof, adjudged, ordered and decreed, that the lands and premises mentioned in these proceedings and described in the two exhibits to the bill of complaint be sold, and that Charles W. Stup of Frederick County, and State of Maryland be and they are hereby appointed trustees to make the said sales, and that the course and manner of their proceedings shall be as follows They shall first file in the Clerk's office of this Court a BOND to the State of Maryland, executed by them with a surety or sureties, to be approved by the Court or the Clerk thereof in the penalty of Twelve Hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order, or decree in the premises, They shall then proceed to make sale of the said real estate either at public or private sale, and if at private sale for the sum of not less than Eleven Thousand dollars (\$11000.00) for the land and premises mentioned and described in Exhibit No. 2 to the Bill of Complaint containing 220 Acres-1 Rod and 27 square perches of land; and for the sum of not less than Seven hundred dollars (\$700.00) for lot No. 2; and for a sum of not less than Six hundred and Fifty dollars (\$650.00) for the land being a part of lot No. 7 containing \_\_\_\_\_ square feet of land to be laid off as agreed above and for a sum of not less than One Thousand Dollars (\$1000.00) for the remaining part of lot No. 7 and for a sum of not less than Six hundred and thirty dollars (\$630.) for lot No. 8--said lot No. 2 and 7 and 8 being shown on the plat connected with Exhibit No. 2 to the Bill of Complaint. The said land and premises mentioned and described in Exhibit No. 3 to the Bill of Complaint to be sold for said sum of Eleven thousand dollars less the Mortgage indebtedness mentioned in these proceedings and now held by Ada H. Welsh and the said Trustees are hereby authorized to deduct from the said Eleven Thousand Dollars purchase price the full amount that may be found to be due on said Mortgage indebtedness provided the purchasers or purchaser of said land assume the payment of the said full amount of said Mortgage indebtedness and interest to the said mortgagee, his heirs and assigns, And if the said several tracts or parcels of land or any one or more of them be sold at public sale then the manner and course of proceedings shall be as follows--the said Trustees shall give at least three weeks previous notice in some newspaper printed in Frederick County, and such other notice as they may think proper of the time, 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 the ratification thereof by the Court, the residue in six months the purchasers or purchaser 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 or purchasers; and the same terms of sale are to be observed if said sales or any one or more of them be made at private sale as hereinbefore set forth. And as soon as may be convenient after any such sale or sales, the said trustees 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 the payment of the whole purchase money and not before, the said Trustees, 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, her or them, sold, free, clear, and discharged of all claim of the parties to this cause except the mortgage debt above mentioned and of any person or persons claiming by, from or under them; and the said Trustees shall bring into this Court the money